CONDOMINIUM OFFERING PLAN FOR THE SALE OF UNITS
IN A CONDOMINIUM KNOWN AS

378 WEST END AVENUE
NEW YORK, NEW YORK 10024
NEW YORK COUNTY

Fifty-Eight (58) Units (including 1 Superintendent's Unit)	480,450,000.00
Nine (9) Parking Space Licenses	4,950,000.00
Fifty-Eight (58) Storage Cage Licenses	2,167,500.00
Two (2) Storage Room Licenses	$215,050.00
Total Offering	487,782,550.00

SPONSOR

378 WEA Owner LLC
c/o Alchemy Properties Inc.
800 Third Avenue, 22nd Floor
New York, New York 10022
(212) 683-0044

CO-SELLING AGENTS

Alchemy Properties Inc.
800 Third Avenue, 22nd Floor
New York, New York 10022
(212) 683-0044

Compass
90 Fifth Avenue, 3rd Floor
New York, New York 10011
(212) 913-9058

The term of the initial offering of this Plan commenced on _____, 20__ and expires on _____, 20__ unless the said date is extended in a duly filed amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING. BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT AFTER CONSUMMATION OF THE PLAN RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY THE OWNERS-OCCUPANTS OR INVESTORS UNRELATED TO SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN).

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (i).

TABLE OF CONTENTS
PART I

Page

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS 1

INTRODUCTION 31
The Condominium 32
Features of Condominium Ownership 34
Offering of Units, Parking Agreements, Storage Room Agreements and Storage Cage Agreements for Sale 37

CERTAIN DEFINITIONS 39

DESCRIPTION OF PROPERTY AND IMPROVEMENTS 45
The Building 45
Units 46
Terraces and Balconies 47
Storage Cages and Storage Rooms 48
Parking Spaces 48
General Common Elements 49
Limited Common Elements 49
Superintendent for the Building 49
Services and Facilities 51
General 54
Security Procedures 54

LOCATION AND AREA INFORMATION 56
Location and Services 56
Zoning and Use 57

SCHEDULE A
Purchase Prices for Units Related Information for the First Year of Operation 58

SCHEDULE A-1
Purchase Prices for Storage Cage, Storage Room and Parking License Payments 62

SCHEDULE B
Projected Budget for First Year of Condominium Operation 69

SCHEDULE B-1
Projected Individual Energy Costs 83

CHANGES IN PRICES AND UNITS 87
Changes in the Units 87
Interim Use and Occupancy Agreements 89

PROCEDURE TO PURCHASE 90
Escrow and Trust Fund Requirements 94
Notification to Purchaser 95

Release of Funds 96
Waiver Void 97

EFFECTIVE DATE 99

TERMS OF SALE 101

STATUS OF TITLE AT CLOSING 106

CLOSING COSTS AND ADJUSTMENTS 110

RIGHTS AND OBLIGATIONS OF SPONSOR 118
Sponsor's Obligations with Respect to the Building 118
Leasing and Use of Unsold Units 131

CONTROL BY SPONSOR 132
Sponsor's Veto Power 133

CONDOMINIUM BOARD 134

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE
BOARDS OF MANAGERS 137
Sales and Leases of Units 137
Superintendent's Unit 139
Use of Units 139
Mortgage of Units by Unit Owners 140
Common Charges: Determination and Assessment 140
Common Charges: Collection and Lien for Non-Payment 141
Repairs to and Maintenance of Units and Common Elements 142
Alterations and Improvements of Units and Common Elements 144
Rights of Access 146
Compliance with Terms of Declaration, By-Laws and Rules and Regulations 146
Examination of Books and Records 146
Repair or Reconstruction after Fire or Other Casualty 147
Insurance 148
Liability of Board of Managers and Unit Owners 150
Reports to Unit Owners 150
Termination of Condominium 150
Procedure to Review Real Estate Tax Assessments 150
Mechanics' Liens 151
Easements and Name of Condominium 151
Declaration and By-Laws 152

REAL ESTATE TAXES 153

TAXES -- DEDUCTIONS TO UNIT OWNERS
AND TAX STATUS OF CONDOMINIUM 155
Deductibility of Mortgage Interest and Real Estate Taxes 155
Taxation of the Condominium 156

TAX OPINION OF COUNSEL REGARDING DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM 157

339-i OPINION OF COUNSEL 164

REAL ESTATE TAX OPINION.....167

RESERVE FUND.....173

WORKING CAPITAL FUND AND APPORTIONMENTS.....174

MANAGEMENT AGREEMENT.....176

IDENTITY OF PARTIES.....178
- Sponsor 178
- Selling Agent 179
- Managing Agent.....179
- Attorneys for Sponsor.....180
- Sponsor's Architects/Engineers.....180
- Sponsor's Condominium Expert.....180

REPORT TO UNIT OWNERS 181

RECORDATION, INSPECTION AND DELIVERY OF DOCUMENTS.....182

GENERAL 183

EXCESS DEVELOPMENT RIGHTS.....184

SPONSOR'S STATEMENT OF BUILDING CONDITION.....184

TABLE OF CONTENTS
PART II

Caption	Exhibit	Page
PURCHASE AGREEMENT FOR UNIT	1	186
Rider #1 Lead Based Paint Disclosure Rider		
Rider for Purchase of Storage Room License		
Rider for Purchase of Storage Cage License		
Rider for Purchase of Parking License		
UNIT POWER OF ATTORNEY	2	220
UNIT DEED	3	224
DESCRIPTION OF PROPERTY	4	233
FLOOR PLANS OF UNITS	5	271
DECLARATION OF CONDOMINIUM	6	349
CONDOMINIUM BY-LAWS	7	386
CERTIFICATIONS:		
SPONSOR AND PRINCIPALS	8	453
SPONSOR'S ARCHITECT	9	457
SPONSOR'S EXPERT CONCERNING ADEQUACY OF CONDOMINIUM BUDGET	10	460
ESCROW AGREEMENT	11	463
W-9 REQUEST FOR TAXPAYER IDENTIFICATION	12	470
W-8 CERTIFICATE OF FOREIGN STATUS	13	477
SECTION 339-KK OF THE REAL PROPERTY LAW	14	479
INTERIM LEASE	15	481
STORAGE ROOM LICENSE AGREEMENT	16	487
INSPECTION STATEMENT	17	494
US DEPARTMENT OF TREASURY FINCEN ORDER	18	496

PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

1. On September 7, 2018, the Sponsor acquired title to the Property and the improvements thereon known as 378 West End Avenue, New York, New York (Block 1169, Lot 60) for the development of the subject Condominium. Sponsor acquired the development rights to the adjacent property 245 West 77th Street, New York, New York from The Minister, Elders, and Deacons of the Reformed Protestant Dutch Church of New York ("Church"), having an address at 500 Fifth Avenue, Suite 1710, New York, New York 10110. As part of its acquisition of the development rights from Church, Sponsor entered into a First Amendment to Zoning Lot Development and Easement Agreement with Church, which was recorded on September 19, 2018 in the Office of the County Register, New York County, CFRN 2018000312938 (the "ZLDA"). The Church does not retain any ownership or development rights in the property constituting this Condominium. The Church's cooling tower will remain on the roof of the Church which is approximately the same height as the southerly facing third and fourth floors of the Building. Sponsor will install the legally required acoustical treatment around the Church cooling tower. Some of the southerly facing units may hear noises from the operation of the Church's cooling tower. These units are 2B, 3B, 4B, 5B, 6B, 7B, 8B, 9B, 10B, 11B, 12B, 14B, 15B, 16B, PHB, 2C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 14C, 15C, 15A, 16A and PHA. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates are responsible for or are they making any guarantees regarding the level or noise resulting from the operation of the Church's cooling tower, other than work that is legally required.

2. On July 18th, 2019, the Church and the Sponsor entered into an Easement Agreement, which was recorded on August 14, 2019 in the Office of the County Register, New York County at CRFN 2019000258725 (the "Easement"). The Church granted to Sponsor and subsequent owners an easement for perpetual light and air at the boundary line of the two properties beginning at an elevation of 151.652 feet above the North American Vertical Datum of 1988 "Easement Area". Pursuant to the Easement, all Units constructed within the Easement Area will have light and air protections for the southerly facing windows, terraces, balconies and facade. Unit 9B's balcony extends beyond the Project property line and encroaches on the Church property by approximately two (2) feet. The Easement provides for a perpetual easement for the existence of the balcony for Unit 9B.

3. Sponsor will endeavor in good faith to sell all of the Residential Units in a reasonably timely manner to Purchasers for the personal occupancy of Purchasers or their immediate families. Sponsor may not, however, rent Units until the Plan is consummated. The term consummated, as used herein, shall mean "Consummation of the Plan", which will occur after both the filing of the Declaration of Condominium and the First Closing under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment to the Plan confirming or declaring that the Plan is effective.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY

OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. AS A RESULT, PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN.

See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

4. The Building is located in a Residential and Commercial use zone. See Section of the Plan entitled "Location and Area Information" for further details.

5. 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.

6. At the time a Purchase Agreement is executed, a Purchaser is required to make a down payment in an amount equal to at least fifteen (15%) percent of the purchase price (the "Down Payment"). Additionally, if a Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date and Sponsor elects not to cancel the Purchaser's Purchase 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 date preceding the originally 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 his or her Unit for each day that the Closing is adjourned. See Section of the Plan Entitled "Procedure to Purchase" for further detail.

7. After the Plan is declared effective, Purchasers will receive at least thirty (30) days' prior written notice of the originally 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 Purchase 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 Purchase Agreement and retain the Down Payment 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.

TIME IS OF THE ESSENCE 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 RESIDENTIAL UNIT UNLESS OTHERWISE AGREED BY SPONSOR.

See the Section of the Plan Entitled "Procedure to Purchase" for further details.

8. Escrow Agent has established a master escrow account at Citibank N.A. ("Escrow Bank") at Escrow Bank's branch located at 150 East 53rd Street, New York, New York.

Purchasers are further advised that if a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a unit, (i) such Down Payment will not be federally insured in excess of the current Federal Deposit Insurance Company ("FDIC") insured limit of $250,000; and (ii) while the Down Payment is in the interest bearing checking portion of the Master Escrow Account, the Down Payment may not be fully federally insured even if the Down Payment does not exceed $250,000. Sponsor is advised that the FDIC takes the position that for purposes of computing insurance coverage, all deposit's in a party's name in a banking institution are added together and insured to a maximum of $250,000 aggregate. Thus, if Purchaser already has or opens an account at Escrow Bank in the name in which the Downpayment is deposited, and should FDIC insurance be called upon, the funds in that account will be aggregated with the Down Payment and insured to a maximum of $250,000. Under the current law, the current $250,000 amount referred to herein as the amount of FDIC insurance is subject to change by the FDIC at any time. Funds drawn on out-of-state or foreign banks will not be accepted as payment of the purchase for a Residential Unit unless otherwise agreed by Sponsor. (See the Section of the Plan entitled "Procedure to Purchase" for the further discussion of the foregoing.)

9. The Purchase Agreement is not contingent upon the Purchaser obtaining financing. The obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. (See the Section entitled "Procedure to Purchase" for the further discussion of the foregoing.)

See Section entitled "Procedure to Purchase" for the further discussion of the foregoing.

10. Purchaser should note in the current real estate market, banks and other lenders are imposing various restrictions on financing. Such restrictions include requiring that a certain percentage of units in a building 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 the Sponsor's designee, has not sold a substantial percentage of the units in the building, that in some cases Sponsor's unsold units may be as high as seventy (70%) percent. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of ten (10%) percent or more. It also may be difficult for a purchaser to resell an apartment if prospective purchasers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. (See the Section entitled "Procedure to Purchase" for the further discussion of the foregoing.)

11. Once Sponsor obtains a temporary certificate of occupancy for Residential Units and has met the other closing prerequisites as set forth in the Plan, Purchasers of such Residential Units shall be obligated to close on the purchase notwithstanding that on the Closing Date the Sponsor has not completed (a) punchlist items within the Unit (See "Rights and Obligations of Sponsor"), (b) other Units, or (c) the Common Elements in other areas of the Building which do not prevent Purchaser's legal occupancy of the Unit and a lawful means of access to the Unit, provided that Sponsor has obtained all applicable sign offs from the New York City Building

Department, and all services required by law are being reasonably supplied or furnished to the Unit.

12. The Reserve Fund 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. Except as may be provided for in Schedule B, no other reserve fund for capital expenditures has been established by Sponsor for the Condominium. The Reserve Fund is not intended and 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 "Reserve Fund" and "Working Capital Fund" for further discussion.

13. Sponsor represents that currently its assets and funding sources are sufficient to meet its obligations under the Offering Plan, including, but not limited to, its obligation to complete the construction of the Building and to obtain all applicable sign offs from the New York City Building Department. No bond or other security will be given to secure Sponsor's obligations to complete construction and perform its other obligations, including but not limited to its obligation to pay Common Charges, assessments and real estate taxes with respect to Unsold Units under this Plan. See "Rights and Obligations of Sponsor."

14. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be obligated to correct, repair, or replace any and all defects relating to construction of the Units, the Common Elements and the Limited Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan and applicable law. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates will 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. To the extent Sponsor has obtained same, Sponsor shall deliver to Purchaser any manufacturer's warranties obtained with respect to equipment and appliances installed in the Unit, and upon receipt by the Sponsor of the applicable warranty shall deliver to the Condominium Board any written warranties with respect to equipment and appliances installed in Common Elements. If any warrantor is unable to perform under its warranty or guaranty due to inability, unwillingness, bankruptcy, failure to continue as a viable enterprise or any other reason whatsoever, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor under said warranty or guaranty or be required to perform such work. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates has obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor or any of its principals, managers, members, agents, designees, employees or affiliates. Notwithstanding the foregoing, Sponsor must comply with all obligations imposed by the Offering Plan, approved building Plans and Specifications (as potentially amended), applicable statutes and regulations, building codes and locally accepted building practices. See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.

15. 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 or its designee 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 any Board, Unit Owner, or mortgagee, to (a) change the layout of, or number of rooms in any Unsold Unit currently not in contract, (b) change the size and/or number of Unsold Units currently not in contract 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 not in contract, into one or more Unsold Units, altering the boundary walls between one or more Unsold Units currently not in contract, or otherwise, including incorporating General Common Elements of an immaterial nature and size which exclusively benefit an Unsold Unit(such as a portion of a hallway) into such Unsold Unit, and (c) if appropriate, reapportion among the Unsold Units currently not in contract affected by any such change, their aggregate Common Interests. However, Common Interest need not be reapportioned if a portion of public hallway is incorporated into a Unit or Units as described above. The portion of the General Common Element taken will only serve or be accessible to units taking it for exclusive use and such unit owners will be responsible for the maintenance of such incorporated General Common Element. The taking of General Common Element cannot affect access or service to other units or common elements. The taking of General Common Elements cannot change the Common Interests of a sold Unit or a Unit in contract. In the event of any change pursuant to either (a) - (c) above, such change shall be disclosed in a duly filed amendment to the Plan. Notwithstanding the foregoing, Sponsor will not modify or affect a material change set forth in (a)-(c) above without the consent of a Purchaser in contract of an affected Unit.

Any material changes in size, dimension, floor space, Common Interest or layout or a Unit will be disclosed in an amendment to the Plan.

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 Common Elements.

Sponsor will file an amendment to the Plan to reflect any changes in the number of Units, should Sponsor change the number of Units during the term of this Offering. If the Declaration has already been filed at the time of any of the foregoing changes are made, the Declaration also will be amended by Sponsor, as necessary, with the consent of all Unit Owners directly affected, if such consent is required by law or the Condominium Documents. Please see the Section of the Plan entitled "Changes in Prices and Units" for further details.

16. The windows in the new exterior walls will be thermally broken painted aluminum frames with factory glazed insulated glazing units; opaque, insulated spandrel glass panels, or metal-clad insulated spandrel panels and will include factory installed limit stops. The windows in the existing exterior walls will be windows painted wood and/or aluminum frames with factory-glazed insulated glazing units and will have New York City mandated child fall guard stop mechanisms restricting the window opening to no more than 4" under normal operation. Please see the Section of the Plan II entitled "Description of Property" and "Floorplans" for reference to existing vs. new facades. Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of ten (10) years lives or resides (even temporarily) in the Unit. The Unit Owner shall maintain all window guards

installed in the Unit and shall not remove same until permitted by applicable law in any event, without full knowledge of the Managing Agent. Please see the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for further details. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be responsible for supplying Unit Owners with window guards for the windows of the Unit nor shall any of the foregoing assume liability in any manner whatsoever if a Unit Owner fails to install window guards or if they are faulty. Each Purchaser hereby agrees that upon acceptance of its deed to the Unit, he or she shall be deemed to expressly ratify this provision.

17. Balconies and Terraces appurtenant to certain Units, as described in Schedule A and the Floor Plans set forth in Part II of the Plan, will be Limited Common Elements available for the exclusive use of the Unit Owners of such Units. A Unit Owner who has a Balcony and/or Terrace appurtenant to his or her Unit shall have the exclusive use of same, subject to the right of the Condominium Board to regulate its use and to use it for making repairs to the exterior of the Building, and such Unit Owner shall be responsible for all normal maintenance, repairs and replacements thereto, including resurfacing and waterproofing. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Balcony and/or Terrace, shall be charged to all Unit Owners as a Common Expense (unless the need for the repair is caused by its Unit Owner, in which case that Unit Owner shall be responsible for the cost). Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located on the Roof and 16th Floor (Construction) a/k/a PHB level (Marketing). See the "Description of Property" and "Floor Plans" in Part II of the Plan for further details. The Condominium Board 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. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates are responsible for or are they making any guarantees regarding the level or noise or odors resulting from the operation of the Building or the Units.

18. The Building staff will consist of an onsite superintendent, two full-time porters and one (1) 40 hour per week concierge and one (1) full time twenty-four (24) hour shift non-union lobby attendants and one (1) lifeguard for 80 hours per week. This level of staffing complies with all applicable housing and labor laws. See "Schedule B- Projected Budget For the First Year of Condominium Operation".

19. There is a line item included in Schedule B - Budget for the First Year of Condominium Operation which provides for a Reserve Fund. This Reserve Fund is for unanticipated expenses not included in the budget and for increases in operating expenses. This Reserve Fund is not funded by Sponsor but is funded by the Unit Owners as part of the monthly common charges. Additionally, each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum to equal to two (2) months of Common Charges for the Unit being purchased at closing. The By-Laws also provide that upon any resale of a Unit, a purchaser will be required to contribute two (2) months of the Common Charges to the Condominium's working capital fund. Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there is sufficient Working Capital or other funds available. As the Building,

will be newly built, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given by the Sponsor or any of its principals, managers, members, agents, designees, employees or affiliates that such needs shall not arise in the future. See "Rights and Obligations of Unit Owners and the Board of Managers."

20. Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Unit acquired from Sponsor for twelve (12) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor. Purchasers are referred to the Purchase Agreement set forth in Part II of the Plan.

21. (a) Sponsor as the owner of Unsold Units will have voting control of the Condominium Board during the period which shall end upon the earlier to occur of: (i) the fifth anniversary of the First Closing of title to any Unit by Sponsor, or (ii) the closing of title by Sponsor to Units representing more than ninety (90%) percent in aggregate Common Interests of all Units (hereinafter referred to as the "Sponsor Control Period"). Notwithstanding the foregoing, in no event will Sponsor continue to control the Condominium Board once Sponsor no longer has an ownership interest.

(b) During the period that Sponsor controls the Condominium Board, 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 Owners. A board member designated or appointed by the Sponsor, whether or not a principal of Sponsor, shall not have any personal liability based upon the actions and decisions of the Condominium Board made in the due course of business at such time as such person is serving on the Board.

(c) The Budget will be consistent with the disclosure set forth in Schedule B, B-1 and B-2 of the Offering Plan. Unit Owners will be assessed common charges to meet their allocated share of Common Expenses and the Common Charges payable by each Unit Owner will be in proportion to such Unit's percentage Common Interest compared to the total of all Units. See the Projected Budget for the First Year of Condominium Operation of the Units (Schedule B), and Section 6.1 of the By-Laws. See the Sections of the Plan entitle "Control By Sponsor" and "Condominium Board".

22. During the Sponsor Control Period, Sponsor will have control of the maintenance and operation of the Condominium and will, as controlling party on the Condominium Board, determine the Common Charges to be paid for all Unit Owners (including Sponsor); provided, however, Sponsor shall not exercise veto power over expenditures set forth in Schedule B of this Offering Plan or any other expenditure required: (i) to comply with applicable laws or regulations, (ii) to remedy any notice or violations, or (iii) to remedy any work order by an insurer. 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 First Closing or whenever the Unsold Units constitute less than twenty-five percent (25%) of the Common

Interest, whichever is sooner. Sponsor shall have sole discretion of all design choices and construction means and methods with respect to the completion of all aspects of the Building including, but not limited to, the Common Elements so long as the construction is consistent with the building code and regulations and the disclosure set forth in the offering plan.

The By-Laws of the Condominium does not include a provision that after the Sponsor Control Period a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase a home as opposed to an investment. A board member designated or appointed by the Sponsor, whether or not a principal of Sponsor, shall not have any personal liability based upon the actions and decisions of the Condominium Board made in the due course of business at such time as such person is serving on the Board. See Section Entitled "Control By Sponsor".

23. Sponsor and its designees may exercise veto power over some actions of the Condominium Board and the Sponsor may not exercise veto power over expenses in Schedule B, or expenses required to remedy any notice of violation, or to remedy any work ordered by an insurer. For a period ending not more than five (5) years after the First Closing or whenever the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, or (b) assess any General Common Charges, Residential Common Charges or Residential Limited Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as 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 Residential 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 Condominium Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium (see the Section entitled "Control By Sponsor" for further details).

24. No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations shall be effective in any way unless subject to compliance with applicable laws and governmental regulations and without the prior written consent of Sponsor or its designee or the owner of any Unsold Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to the Declaration, By-Laws, 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, as the case may be, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Unit, as the case may be. (See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers").

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

26. Construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical, structural and architectural systems. No assurance can be given by Sponsor with regard to the accuracy of any projected completion dates set forth herein. During 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 with or without notice. Any and all systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may require adjustments after any Unit Closing to regulate or complete. Although operable, these systems may need to be shut down temporarily from time to time. Various other adjustments, to windows and elevators and other systems, may require eighteen (18) months 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 that particular floor is fully occupied by Unit Owners. The amenities may not be in operation at the time of the First Closing of title to a Unit for up to (12) twelve months. Construction work, noise, and disruptions will not impact the common charges owed for the Unit Owners. Any disruption or work will not render the premises uninhabitable Sponsor has the option of running the Building on actual expenses. Please refer to Special Risk #34 regarding operating expenses, the Section of the Plan entitled "Description of Property" in Part II of the Plan for further details. Please refer to the Section of the Plan entitled "Schedule B" for further details.

27. Although the estimate of the real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations or taxes, when actually made or determined by the City of New York, may be lesser or greater. Accordingly, these estimates of assessed valuation are to be considered well-founded opinions and are not intended and should not be construed as warranties as to future assessed valuations. The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes for 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 interest in the General Common Elements. 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 General Common Elements, and, if so, Units having the same percentage interest may pay different 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 for only a portion of half the year. Once the Building is fully assessed, the estimated real estate taxes will be substantially higher, in accordance with the real estate tax analysis set forth in the Opinions of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP. Neither the Sponsor nor its principals, managers, members, agents, designees, employees, affiliates or the Selling Agent make any representation that the Real Estate Taxes set forth in Schedule A will be the actual Real Estate Taxes finally determined by the City of New York. Please refer to the Section of the

Plan entitled "Real Estate Taxes" and to the Opinions of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP contained in Part I of the Plan for further details.

Purchasers are advised that the projected real estate taxes for the first year of operation contained on Schedule A are based upon an assessment of the Building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the Building is reassessed after construction is complete.

28. Sponsor, its principals' managers, members, agents, designees, employees and affiliates reserve the right to sell blocks of Units as more fully described in the "Introduction" of the Plan and to designate the purchaser of such blocks of Units as "Sponsor" under this Plan and the Declaration, provided that such purchaser meets the definition of Sponsor under the New York State Attorney General's Regulations Governing Newly Constructed, Vacant or Non-Residential Condominiums. The party so designated as a "Sponsor" or a "Sponsor's Designee" will have those additional rights and obligations of a "Sponsor" as more fully described in the Plan and such party shall be deemed to be a Sponsor with the obligations of a Sponsor in relations to the Units it owns.

29. 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 the 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.

30. The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The exterior glass surfaces of all windows may, at the option of the Condominium Board, be washed and cleaned by the Condominium Board and the cost thereof shall be a Common Expense; otherwise Unit Owners shall be obligated to clean such windows at their own cost and expense. The portion of all curtains, drapes, blinds or other window treatments visible from the exterior of the Building must be white or off white in order to give the Building a uniform exterior appearance. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Repairs to and Maintenance of Units and Common Elements" in Part I of the Plan for further details.

31. Purchasers shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax (Deed Stamps) which by law are the primary obligation of the Seller. If the purchase price of the Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", which by law is the primary obligation of the Purchaser. The New York State 2019/2020 Budget (the "2020 Budget") includes legislation which revises the rates of the New York State real estate transfer tax (the "NYSRETT") and a new "supplemental tax" (the "ST"). Prior to the 2020 Budget, the NYSRETT was charged at the rate of $2.00 for each $500.00 of consideration (or about 0.4%). Pursuant to the 2020 Budget, the existing rate of the NYSRETT shall remain for conveyances of residential real property for consideration of less than $3 million and conveyances of commercial

property for consideration of less than $2 million, however an additional 0.25% (for a total of 0.65%) shall be added for conveyances of residential real property for consideration of $3 million or more and conveyances of commercial property for consideration of $2 million or more. Prior to the 2020 Budget, the "mansion tax" ("MT") was charged at a rate of 1% of the total consideration for the conveyance of residential real property. Pursuant to the 2020 Budget, and as per the below table, there is now a MT and ST. The ST rate is a supplementary "progressive" tax, ranging from 0.25% on transfers of residential real property for $2 million or more of consideration to 3.9% on transfers for $25 million or more of consideration (conveyances of residential real property for consideration of less than $1 million are not subject to the MT and conveyances of residential real property for consideration of at least $1 million and less than $2 million shall be subject to a rate of 1% of the consideration).

Consideration Amount	**Total NYS Mansion Tax Rate**	**Supplemental Tax**
Under $1 Million	Not subject to tax	0%
At least $1 Million, but less than $2 Million	1%	0%
At least $2 Million, but less than $3 Million	1%	0.25%
At least $3 Million, but less than $5 Million	1%	0.5%
At least $5 Million, but less than $10 Million	1%	1.25%
At least $10 Million, but less than $15 Million	1%	2.25%
At least $15 Million, but less than $20 Million	1%	2.5%
At least $20 Million, but less than $25 Million	1%	2.75%
More than $25 Million	1%	2.9%

For purposes of calculating the taxes payable, the amounts of such taxes (other than the Mansion Tax) will be included in the consideration subject to such tax. Therefore, the 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 the transfer taxes, would subject purchaser to liability for Mansion Tax as the aggregate of price plus tax would exceed $1,000,000. (See the Section entitled "Closing Costs and Adjustments" for further details).

32. 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, Schwartz Sladkus Reich Greenberg Atlas LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $3,500.00 to reimburse Sponsor for its legal fees in handling the closing, (ii) if the closing is adjourned through no fault of Sponsor, an additional fee of $500.00 for each such adjournment to help

defray the cost of preparing for and coordinating the new closing; (iii) if the Purchaser requests the Closing to occur other than at the offices of Schwartz Sladkus Reich Greenberg Atlas LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $350.00 for each Closing held within Manhattan and $500.00 for each Closing held in any borough outside Manhattan, (iv) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser shall pay an additional fee of $500.00 to Sponsor's attorneys for the preparation of each such assignment agreement; (v) if Purchaser obtains mortgage financing, an additional fee of $350.00 to Sponsor's attorneys to defray the additional costs associated therewith. 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 attorneys shall be paid by Purchaser prior to closing upon notice to Purchaser. Please refer to the Section of the Plan entitle "Closing Costs and Adjustments" for further details.

33. Purchasers should note that pursuant to the existing law and regulations governing the conversion of newly constructed property to condominium ownership, Sponsor may declare the Plan effective after selling a minimum of Nine (9) Units or fifteen (15%) percent 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. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, Sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded. Please refer to the Section entitled "Effective Date" in Part I of the Plan for further details.

34. Sponsor reserves the right to operate the Building on actual expenses up to thirty-six (36) months following the First Closing. During this period, each Unit Owner (including Sponsor, for the Unsold Units) shall be required to pay the Common Charges set forth in the First Year's Budget. If during this period actual expenses are less than full Common Charges, the difference between actual expenses and full Common Charges, if any, may be refunded pro-rata to all Unit Owners (including Sponsor) in the form of either: (i) a credit against future Common Charges, or (ii) as a cash reimbursement to the Unit Owner (including Sponsor). The timing of the credit or reimbursement will be determined by the Condominium Board, in its sole discretion. Sponsor does not guarantee that actual expenses during the thirty-six (36) month period will be less than Common Charges or that any credit will be available to the Unit Owners. (See the "Notes to Schedule A" for further details). If a refund is contemplated for the first year of condominium operations or any year while Sponsor is in control, no such refund can be effectuated until 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. An excess payment of common charges shall mean the actual expenses of the condominium are less than the projected expenses set forth in the budget contained in the offering plan or amendments thereto ("Budget"). No refund may be given unless all expenses of the condominium are paid,

including but not limited to, insurance premiums and any reserve fund payments required by lenders. The budget year following a year permitting a refund may not contain any special assessment or increase in common charges for any item set forth in the Budget. The Sponsor shall remain obligated to update the Budget for the condominium on an annual basis by an amendment to the offering plan even it is not engaged in sales activities.

35. The Building is located within the New York City Landmarks Preservation Commission "West End-Collegiate Historic District Extension". The building is not an individually designated Landmark. Construction and specifications of the Building as disclosed in the Plan is in compliance with LPC requirements and the work was approved by LPC (as hereinafter defined) on August 14, 2018. Proposed alterations to the building are subject to review by the New York City Landmark Preservation Commission ("LPC"). The Condominium Board will be responsible for compliance with LPC and determining how costs, if any, associated with compliance are paid. These restrictions are applicable to Unit Owners and any exterior structural changes or alterations made to a Unit Owner's respective Unit. Additional costs for LPC are not reflected in Schedule B because additional costs would be due to a Unit Owner's or the Board's decision to make an alteration in the future that would require LPC approval. Please refer to the Section of the Plan entitled "Description of Property and Improvements" for further details.

36. After the First Closing, Sponsor will sell to the Condominium Unit 1A or such other unit as the Sponsor may designate at its sole discretion provided, however, that if another Unit is selected, the purchase price and other costs will be the same (the "Superintendent's Unit") to the Condominium, which will own such Unit on behalf of all Unit Owners and will use the same for the residence of the Superintendent. The Plan will be amended upon the consummation of this transaction to disclose all relevant terms and costs of this transaction. The purchase price for the Superintendent's Unit will be $2,150,000, payable by the Condominium Board on behalf of all Unit Owners. The Condominium Board on behalf of all Unit Owners will be responsible for the payment of all mortgage recording taxes, transfer taxes and title insurance premiums and fees due in connection with the purchase of this Unit. After the First Closing the Condominium will execute to Sponsor, a promissory note in the amount of $2,150,000 along with a first mortgage which will secure said promissory note. The promissory note will mature five (5) years from the First Closing (the "Maturity Date") and will bear interest at a rate of four and one-half (4.5%) percent per annum with a default rate of interest at the maximum rate permitted by law. The default rate of interest will only be charged if the Condominium Board fails to make monthly payments to Sponsor under the terms of the loan. The entire amount of principal and any unpaid interest will be due and payable on the Maturity Date and the Condominium will be required to pay said note on the Maturity Date. The annual interest of $96,750 shall be paid by the Condominium on a monthly basis, in arrears, as same is reflected in Schedule B. In order to do so, the Condominium will either have to assess Unit Owners for the amount equal to pay off the promissory note or arrange for a loan to satisfy said promissory note. No representation is made by Sponsor with respect to the Condominium's ability to repay or otherwise refinance or extend the note and mortgage at such time. Purchasers are advised that in the event the Condominium is unable to refinance or extend the note and mortgage at the Maturity Date, the Condominium may have to assess all Unit Owners in proportion to their respective Common Interests. In the event of a default under the note and mortgage, the holder may foreclose on the Superintendent's Unit with any deficiency being the obligation of the Unit Owners. In the event

of such foreclosure, alternate arrangements would have to be made to relocate the Superintendent as allowed by applicable law. The common charges for each Unit set forth in Schedule A include the costs of paying the Common Charges and Real Estate Taxes on the Superintendent's Unit. The Condominium Board on behalf of all Unit Owners will be responsible for the payment of all mortgage recording taxes, transfer taxes and title insurance premiums and fees due in connection with the purchase of this Unit. These sums can be paid from the Working Capital Fund or financed and paid at closing by a note to the Sponsor, due in one year at 4.5% interest. No separate Working Capital Fund Contribution, as such term is defined below, shall be required in connection with this transaction. In addition, in the event a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act in connection with this transaction, such credit will inure solely to the benefit of Sponsor.

37. Sponsor anticipates that the Condominium will qualify as a "homeowners' association" under Section 528 of the Internal Revenue Code of 1986, as amended, pursuant to counsel's tax opinion dated September 4, 2019, a copy of which is in Part I of this Plan. 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 included in Part I of the Plan, 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. The Budget for the First Year of Condominium Operation included as Schedule B in Part I of the Plan, 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. 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 Schwartz Sladkus Reich Greenberg Atlas LLP, as counsel to Sponsor, bases its opinion, will not change. In no event, will Sponsor, its principals, managers, members, agents, designees, employees, affiliates, Schwartz Sladkus Reich Greenberg Atlas 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 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. Please refer to the Attorney's Income Tax Opinion and the Section entitled "Taxes–Deductions to Residential Unit Owners and Tax Status of Condominium" in Part I of the Plan for further discussion.

38. No representation or warranty is made, and no assurance is given by Sponsor, its principals, managers, members, agents, designees, employees or affiliates that the security

systems and procedures of the Building and of the overall 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 and deeming the period in which Purchasers are commencing occupancy of units, they purchase there will be a greater number of visitors to the Building 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, its principals, managers, members, agents, designees, employees, agents, Selling Agent, its principals and agents, nor the Managing Agent, its principals and agents, shall be liable or responsible, except for gross negligence, for any personal injury or for any loss or damage to personal property which may result from the failure of the Building's or the Condominium's security systems and procedures, if any, including, without limitation, those procedures with regard to any delivery of packages or repairs or modifications to systems or work within the Units. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "General" for further details.

39. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation or warranty (express or implied) that any noise, heat, odors, fumes or vibrations, if any, emanating from any plumbing, electrical, mechanical equipment, mechanical systems or roof elements belonging to the Condominium located on any basement or roof, in the cellar or in other General Common Elements of the Condominium, or emanating from any other owner apartments or neighboring buildings will or will not disturb occupants of the Units, and neither Sponsor, its principals, managers, members, agents, designees, employees or affiliates shall have any liability whatsoever for any such disturbance to any Unit Owner or occupant. Notwithstanding the foregoing, Sponsor must comply with all obligations imposed by the Offering Plan, approved building Plans and Specifications, applicable statutes, regulations, and building codes. Nothing herein shall limit Sponsor's obligations under the Martin Act. See Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.

40. As set forth in section J (3) of the Description of Property in Part II of the Plan, there will be lot line windows along the east property line of the Building in Units 6C, 7C, 8C, 9C, 10C, 11C, 12C, 14C, 15C and 16B. Lot line windows along the east property line are protected by an approved water curtain using automatic sprinklers approved for that use per Building Bulletin 2015-017 VI B in Units 6C, 7C, 8C, 9C, 10C and 11C. The East facing windows in Unit 4B, Unit PHB and Unit PHA are operable for maintenance only.

In the event that a building is built on the adjacent property which extends above the height of the existing lot line windows, it is possible that the lot line windows may be required to be removed, and the opening in the wall completely closed (in compliance with all governing code requirements). It is also possible that unprotected lot line windows may be required to be protected in compliance with applicable codes. Lot line windows are not included in the calculation of mandatory light and ventilation requirements. All Units with lot line windows at the Building have sufficient additional windows to satisfy light, ventilation and other requirements for legal use under the current Building Code, should the lot line windows in these Units ever have to be sealed. Neither Sponsor, its principals, managers, members, agents, designees, employees, affiliates, the Selling Agent, nor the Managing Agent shall have any liability to any Purchaser in the event any lot line window(s) must be removed and/or converted.

In the event the lot line windows are required to be closed up, the owners of such Units shall be responsible for all costs associated therewith. If the lot line windows are required to be closed for any reason, this is not a material change and does not trigger a right to rescind the Purchase Agreement.

All costs associated with the removal of a lot line window, and/or the conversion of a lot line window from an unprotected to a protected unit, including the providing of sprinkler heads, the enclosing of the opening in the exterior wall, will be borne solely by the owner of the Unit and not by the Sponsor. The cost to properly close a lot line window in the future will vary widely and is based upon a number of factors, including but not limited to, the location of the window, its accessibility, the location of the sprinkler piping in proximity to the window, whether or not New York City Department of Buildings demands certain types of filings/inspections, what type of interior finishes are in the Unit, etc. It is estimated that based upon present value construction costs, the cost to seal a lot line window would be approximately $6,000.00 per window.

Sponsor has no actual knowledge of any plans by owners of neighboring buildings to either construct a new building or to increase the height of any existing building, although neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations or guarantees with respect thereto.

41. As set forth in section J (4) of the Description of Property in Part II of the Plan, there will be protected openings by an approved water curtain using automatic sprinklers approved for select south facing windows in Units 5B, 6B, 7B, 9B and 10B. There will be fixed windows on the South lot line that are one (1) hour fire resistance rated fixed openings in Units 7B and 8B.

42. The square footage of each Unit consists of an area measured horizontally from the outside face of the exterior walls of the Building to (a) the center line of drywall or masonry partitions separating one Unit from another unit, (b) the corridor side of any corridor walls, (c) the external unit side of masonry partitions enclosing any common element stairs, (d) the external side of any common element shafts, elevators and other mechanical equipment spaces or common elements, and (e) the centerline of drywall or masonry partitions enclosing mechanical shafts shared between two Units; provided however, that (i) structural slabs, columns, mechanical pipes, shared between two Units, and (ii) common hallways on the floors of full floor units shall not be deducted from the measurement of such Units. Each Unit is measured vertically from the top of the concrete floor to the underside of the concrete slab, but not including such common elements as described above. The dimensions and square footages provided exceed the true measurements of the square footage. All dimensions shown on Unit Floor Plans are approximate, within reasonable tolerances, and subject to square footage and construction variations, including alterations necessitated by structural or mechanical changes performed during renovation as certified by Sponsor's architect; however, no substantial change to a Unit Floor Plan will be made to a Unit which is the subject of a purchase agreement without the purchaser's consent. Square footage as calculated in Schedule A and on the Unit Floor Plans in Part II is described in the "Footnotes to Schedule A" and is not based upon measurements from interior surfaces of interior walls, and the actual area comprising the unit is significantly less than the area listed in Schedule A. Purchaser should note that there is a rebuttable

presumption that a reduction in unit area of five (5%) percent or less is not material. Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the Floor Plans. Without the consent of the Purchaser of an affected Unsold Unit, no material change will be made in the size of the affected Unsold Unit, its layout, or percentage of common interest if a Purchase Agreement has been fully executed and delivered to the Sponsor by the Purchaser of such affected Unsold Unit and the Purchaser of such affected Unsold Unit is not in default of his obligations under the Purchase Agreement, unless such change is determined and certified by Sponsor's architect, in which event the affected Purchaser shall have the right to rescind the Purchase Agreement. Additionally, unless all Purchasers consent, no material change will be made in size and no material change will be made in the quality of Common Elements. Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of General Common Elements, due to governmental requirements or as certified by Sponsor's architect, Sponsor will amend the Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be substantially adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Down payment made thereunder together with interest earned thereon Sponsor has no obligation to refund any additional fees incurred by Purchaser, including but not limited to any fees imposed by Purchaser's lender or attorneys' fees.

43. According to publicly available records, the Cycle 8A Façade Inspection and Safety Program (FISP), previously known as "Local Law 11-98" inspection was performed by Netta-Hall Architecture, DPC and submitted to the NYC DOB in September 2015. This report classified 378 West End Avenue as "SAFE". The estimated upcoming inspection cycle will be in 2022. Compliance with the 2022 inspection cycle costs will be paid by the Sponsor. Since FISP compliance will be paid by Sponsor is 2022, Schedule B for the first year of operation of the Building, will not include FISP costs. The Condominium Board will be responsible for future ongoing FISP requirements and determining how the costs associated with FISP requirements are paid. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "Structural System" for further details.

44. A Unit Owner may not commence any alteration, addition, or improvement which would require a construction, alteration or building permit issued by the NYC Department of Buildings, including but not limited to, the combination of two or more Units, or the finishing of any space in a Unit, nor may any work be undertaken by a Purchaser (as Unit Owner) which will alter the layouts, electrical, structural, mechanical or plumbing systems of a Unit from the original configuration as completed by the Sponsor without Sponsor's prior written consent and prior to the date a permanent Certificate of Occupancy is obtained. Sponsor is responsible for obtaining the permanent Certificate of Occupancy for the Building. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation or guarantee that the Department of Buildings will issue a permanent certificate of occupancy for the Building within two (2) years or more after the First Closing. In the event that a closing takes place prior to the issuance of a permanent Certificate of Occupancy

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 permanent Certificate of Occupancy for the Building, 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 permanent Certificate of Occupancy, can be released from escrow from time to time upon the receipt by Escrow Agent of a request by Sponsor. See "Rights and Obligations of Sponsor" and "Rights and Obligations of the Unit Owners and the Board of Managers." Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved Plans and Specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 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 will 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 DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Furthermore, 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 principals 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 Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov.html/dob/downloads/pdf/cofactsheet.pdf

Please refer to the Section of the Plan entitled "Description of Property" in Part I of the Plan for further details.

45. Sponsor is not required or obligated to perform any special or custom work, upgrades or extras in Units whatsoever. However, in the event that Sponsor agrees in writing to perform any special work, payments made for such special or custom work, upgrades or extras ordered by Purchasers, including change orders, if any, must be paid for in full at the time an agreement is entered into and deposited into the Escrow Account. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. Such work, if agreed to, will be performed based upon the standards set forth in this Plan. In the event the Offering Plan is not consummated, and the property is not subjected to condominium ownership, (i.e. is abandoned by Sponsor) a full refund, including all of the funds for custom work will be made to the Purchaser. Purchasers are expressly prohibited from assigning any agreement with Sponsor for the performance of special or custom work and any and all punchlist agreements with Sponsor. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I of the Plan for further details.

46. Purchasers shall not be permitted to perform any work in the Unit or arrange for any deliveries to the Unit prior to Closing. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor".

47. All incoming mail will be delivered by the United States Postal Service to the mailboxes of each Unit Owner located in the mail room off the main lobby. No mail delivery will commence until at least fifty (50%) percent of Unit Owners are residing in the Building. Until such time, all mail will be delivered to the local post office. Unit Owners will have to arrange for their own respective mail pickup. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation as to the timeliness of mail deliveries or whether mail delivery services will be available to any Unit Owner upon their initial occupancy. Please refer to the Section of the Plan entitled "Services and Facilities".

48. The budget is based upon current fuel prices. Due to market volatility, purchasers are advised that this may affect the Condominium budget. See "Schedule B" and "Schedule B-1".

49. If the actual or anticipated date of commencement of the operation of the Condominium is to be delayed by more than six (6) months from the budget year projected herein, the Offering Plan will be amended to include a revised budget disclosing the then current projections. If such amended projections exceed the original aggregate projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers, the right, for a period of time of not less than fifteen (15) days, to rescind their Agreements and have their deposits refunded.

50. At each Closing, Sponsor will deliver 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.

51. Purchasers should note that even if the First Closing occurs on or before December 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 floor on which such units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise 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 POSSIBLITY OF SUCH DELAYS IN THEIR DETERMINTATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title to at least one Unit on or before the last day of the projected First Year of Condominium Operation which as of the date of the filing of this Plan is November 30, 2022, affected Purchasers will be afforded the right of rescission. If the Plan is amended to reflect an amended projected commencement date that is more than 12 months from the projected commencement date, Purchasers are entitled to an offer of rescission. See Section Entitled "Procedure to Purchase".

52. The Balconies and Terraces appurtenant to a Unit may not be used for any type of occupancy, including but not limited to, dining, sleeping, living room, recreation, or office use. To do so may result in a violation against the Building being issued by the Department of Buildings. Please refer to the By-Laws in Section Part II of the Plan.

53. Sponsor is retaining any unused zoning or development rights and the right to sell any such rights or develop them as the Sponsor may deem advisable. If the applicable provisions of the Zoning Resolution change in the future, such changes may generate additional transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premise, the light and air of the Building and views from Units, Terraces and/or Balconies may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. See Section entitled "Excess Development Rights" in the Plan.

54. All references in the Plan and in marketing materials to "Floors" are references to their "Marketing" designations and not the designation given to the floors on the plans submitted to the New York City Department of Buildings. There are eighteen (18) construction floors above grade. Marketing floors skip the 13th floor and construction floors 16, 17 and 18 are marketing floors PHB, PHA1 and PHA2 respectively. In no event shall any designations, labels

or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. Please refer to the "Description of Property" and "Floor Plans" in Part II of the Plan for further details.

55. Unit Plans depicting layouts of Units appear in Part II of the Plan ("Floor Plans"). Purchasers are advised that Floor Plans contained in Part II of the Plan depict the marketing floor designations and not the construction floor designations of each Unit. Purchasers should note that the square footage of each Unit as reflected in Schedule A and the Floor 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. Because dimensions listed are based on measurements from exterior walls, they do not accurately represent the interior space in the unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipe shafts, shaftways, chases, conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. 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 certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams and mechanical spaces in such Units. Kitchens, bathrooms some secondary and tertiary bedrooms (i.e. those other than Master Bedrooms) and hallways typically have dropped ceilings. 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.

56. The emergency generator is located on the 16th construction floor of the Building adjacent to the south private terrace of Unit PHB. The emergency generator will be subject to monthly performance tests which may be temporarily audible from Unit PHB and other Units. The noise decibel level may exceed New York City noise codes. These monthly performance tests will be scheduled by the Condominium Board. Please refer to the "Description of Property" in Part II of the Plan.

57. As of the date the Plan has been accepted for filing, Sponsor has not entered into any contracts or agreements for the sale or transfer of any of the Units and no deposits or advances of funds have been accepted.

58. On September 7, 2018, Sponsor obtained construction loan in the amount of $230,000,000.00 from Bank OZK ("OZK"). The initial maturity date of the Loan is March 7, 2022. The Loan has one (1) option to extend the maturity date for twelve (12) months, provided certain conditions contained in the loan documents evidencing and securing the Loan (the "Loan Documents") are satisfied. The Sponsor is constructing the Units and Common Elements in the Building, and Sponsor does not anticipate any delays in completing construction in accordance with the terms of the Plan. The Loan Documents provide that (a) Sponsor shall not execute any Lease without OZK's prior written consent, which consent may be granted or withheld in OZK's sole and absolute discretion; and (b) OZK and Sponsor have set a minimum release price for the sales of the Residential Units and a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold.

59. Purchasers are advised to visit the NYC Department of Buildings website (section entitled "consumer tips") for its recommendation when purchasing units in a condominium that

does not have a final certificate of occupancy. In New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") or 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 Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates that this scenario may occur. Sponsor and its principals, or their designees, will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a PCO 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 DOB will issue the PCO within such two (2) year period while keeping the TCO current. Unit Owners and the Condominium Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Accordingly, Unit Owners may not commence any alteration, addition, or improvement which would require a construction, alteration or building permit issued by the DOB, including but not limited to, the combination of two or more Units, or the finishing of any space in a Unit, nor may any work be undertaken by a Purchaser (as Unit Owner) which will alter the layouts, electrical, structural, mechanical or plumbing systems of a Unit from the original configuration as completed by the Sponsor without Sponsor's prior written consent and until a PCO is obtained. Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet of Certificates of Occupancy is available on the DOB website at: http://nyc.gov/dob/cofactsheet.

60. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation or guaranty that the views from within the Units will remain the same as of the date of this Offering.

61. Purchasers are advised that the Director of the Financial Crimes Enforcement Network ("FinCEN"), U.S. Department of the Treasury, has issued a Geographic Targeting Order (the "Order") requiring title insurance companies to collect and report information about the persons involved in certain real estate transactions, as further described in the Order, annexed hereto as Exhibit "21".

Specifically, and with respect to the Unit, real estate transactions which satisfy all of the below criteria shall be subject to the Order:

A. The Purchaser is a trust, corporation, limited liability company, partnership or other similar business entity;

B. The real estate transaction involves the purchase of residential real property in the county, city and state of New York;

C. The total purchase price is more than $300,000.00; and

D. The purchase is completed without any financing (whether from a financial lending institution or other source of external financing) and the Purchase Price is paid, at least in part, by a cashier's check, certified check, traveler's check, personal check, business check, money order in any form, a funds transfer, or virtual currency.

Title companies are required to comply with the Order with respect to any purchase of residential real property which satisfies all of the above referenced criteria and occurs on or after May 16, 2019. The collection and reporting by title companies of the information about persons involved in the referenced real estate transactions shall not create the right for affected Purchasers to rescind the Purchase Agreement or receive any type of credit or concession in connection with a title company's compliance with the Order.

62. Sponsor reserves the right to pay all operating expenses and not immediately institute the Budget for First Year of the Condominium Operation for the Units to the extent the Buildings is not fully occupied and the actual expenses to operate the Building is less than what is set forth in the Budget and subject to the following conditions: (i) Sponsor shall file an amendment to the Plan prior to the First Closing indicating that the collection of the Common Charges will not commence with the beginning of the operation of the Building and will provide the anticipated length of such delay period; (ii) Sponsor shall file an amendment to the Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) that during any such delay period, the Sponsor will timely pay all expense of the Units, including but not limited to insurance premiums and any reserve fund payments (iv) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Building; and (v) the Sponsor shall remain obligated to update the Budget of the Building, as provided in the governing regulations of the Office of the Attorney General. Please note that the expenses paid by Sponsor during this period shall not include individual unit owner expenses such as mortgage payments, real estate taxes, utility charges, and any additional expenses related to the individual residential unit.

63. In accordance with New York City Local Law 147 the Sponsor is providing notice of the Condominium's smoking policy. Smoking shall be permitted in individual Units and on the balconies or terraces appurtenant to individual Units only. Smoking is prohibited everywhere else in the Condominium including, but not limited to, the indoor and outdoor common areas of the Condominium. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere smoking is prohibited at the Condominium.

Smoking in violation of the foregoing rule shall constitute violation of the Condominium's rules and regulations and the provisions of the Condominium's governing documents. Smoking shall include carrying, burning, vaping or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, e-cigarettes, vape pens, cigars, or pipes.

64. Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) shall have the right from the date hereof until the later of: a) the last Unit is sold by Sponsor or its designee(s) to a Purchaser; or b) the Board has paid off and satisfied the Sponsor financing on the Superintendent's Unit, to use, without charge and in compliance with the Condominium Documents, portions of the Building, including the General Common Elements, such as amenity areas, for a variety of purposes, including, but not limited to, exhibitions, events and/or promotional functions. Sponsor's use of the facilities as described herein shall not interfere with the use of the premises by other Unit Owners and shall subject to any conditions or rules promulgated by the Condominium Board regarding the same.

65. Any plantings, structures or other improvements installed by Unit Owners on the Terraces and Balconies must be approved by the Condominium Board and shall be subject to any applicable New York City Department of Buildings rules and regulations, including, but not limited to, any applicable weight restrictions. The Condominium Board shall have the right, even if same was previously approved, to require a Unit Owner to remove plantings and other installations which have been placed on the Terraces and Balconies if the Condominium Board determines, in its reasonable discretion, that such plantings or other installations adversely affect the integrity of the roof or structural or mechanical systems. For safety issues, no plantings, structures or other improvements may be installed by Unit Owners on the Juliet Balconies. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity of the Building and the health and safety of the occupants. Neither the Sponsor nor its principals, managers, members, agents, designees, employees, or affiliates make any representation as to what may or may not be legally placed on the Terraces and Balconies by any Unit Owner. Please refer to the By-laws and House Rules in Part II of the Plan.

66. Due to space constraints, the balconies of Unit 8A and Unit 8C, and the balconies in the convenience stair in Unit PHA are ADA Inaccessible. Additionally, Storage Cages 51-58 and are ADA Inaccessible. Please refer to the Description of Property in Part II of the Plan.

67. Balconies are entirely within the Building Lot with the exception of the balconies of Unit 8A located at the 8th floor on the west façade and located on the north facade which project over the sidewalk; and one (1) balcony of Unit 8C located on the north façade which projects over the sidewalk; and one (1) balcony of Unit 9B at the 9th floor located on the south façade which projects over the Church. Please refer to the Description of Property in Part II of the Plan. With respect to the south façade of the Building, on July 18, 2019, Sponsor and Church, entered into a perpetual easement for the existence of the balcony and an easement for light and air. See Special Risk No. 2.

68. Some Units have elevators that open directly into the Units and the elevators also as an alternative access the floor from the hallways. Purchasers should note that direct elevator access to the Units may not be available at the Closing of Title to Units. Purchasers shall still be obligated to close on the Unit with access from the floor hallway entrance to their Unit. Elevator access from the floor hallway to the Unit in lieu of direct elevator access to the Unit is not in violation of New York City Department of Buildings requirements. Additionally, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may be visible from certain Units and Unit Owner Terraces and Balconies may not be available for use upon

TCO and at a Purchaser's time of Closing. These temporary items will be removed when no longer needed by Sponsor. Purchasers should be aware that they may be required to close title to their Units while construction in other Units and other parts of the Building is continuing, possibly for an extended period of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience or disturb Unit Owners or their tenants after they have taken occupancy of their Units. Sponsor will not be liable to Unit Owners for any inconvenience or disturbance arising out of the fact that the Project is under construction. Purchasers and Unit Owners shall have no right to claim against Sponsor, or to delay their Unit Closings or rescind Purchase Agreements, due to any of the foregoing.

69. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to Unit Owners with respect to the use and safety of all the amenities, including, but not limited to, the Pool and Pool Room. The amenities may not be in operation at the time of the First Closing of title to a Unit. It is likely that the actual common charges for the first year of condominium operation will vary from the amounts shown on the projected budget.

70. There will be a Garage Area located on the first floor of the Building which will contain Nine (9) Parking Spaces. Sponsor is reserving Parking Spaces for the PH Units and Five- and Six-Bedroom Units. The prices for Parking Space License Agreements are set forth on Schedule A-1. Purchasers of Parking License Agreements will be required to pay monthly license fees to the Condominium. The license fees for the First Year of Condominium Operation are set forth on Schedule A-1. Parking Licensing Agreements will be made available to Purchasers of Units on a first come first served basis if available. Parking Spaces will not be available for purchasers of all Units. A Parking License may be entered into only by a party who is also a Unit Owner. Parking Licensees may not sublicense their Parking License to non-Unit Owners or parties who are not tenants of the Building. A monthly Parking License Fee will be charged to Parking Licensees to cover costs associated with maintenance and operation of the Parking Area. The anticipated monthly Parking License Fee for the First Year of Condominium Operation is anticipated to be $100.00 per month. Sponsor makes no representation that the Parking area will be free from dampness or similar problems. Sponsor makes no representation regarding future Parking License Fees or the availability of Parking Spaces. Parking Space may only be used for the parking of automobiles and in compliance with all applicable laws and ordinances. The parking spots are 18'x9'. Some parking spots may be next to concrete supports or walls. Purchasers should note that oversized vehicles may have trouble maneuvering within the garage. Parking Spaces cannot be used independently of the ownership of a Unit. The Garage Area will include a drop off area that can be used by all Unit Owners. The Garage Area and use of the drop off area will be subject to the rules and regulations established by the Condominium Board from time to time.

Parking Space 9 has been designated as a handicapped parking space and will be the last parking license agreement sold if it has not previously been sold to a Purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of the license agreement for Parking Space 9 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the License:

"In the event the present or future owner of a unit in the condominium or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of a parking space license, said unit owner has the right to demand that the owner of the license agreement for Parking Space 9 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family residing in the unit, becomes handicapped and said unit owner does not own a parking space license agreement, said unit owner has the right to demand that the owner of the license agreement for Parking Space 9 sell it at the then current fair market value to said handicapped owner. All costs and expenses entailed in the assignment of the license agreement to the parking space, including without limitation, transfer agent fees, title abstracts, title insurance, transfer taxes and recording fees, and reasonable attorneys' fees, if applicable, shall be borne by the party requesting the transfer.

The owner of the license agreement for Parking Space 9 must comply with the aforementioned demand upon thirty (30) days written notice."

All Parking Space licensees, including Sponsor in its role as an unsold Parking Space licensee, shall be responsible for the Parking Spaces, and the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Parking Spaces. Except Sponsor, no Unit Owner may own a Parking Space license independently of a Unit. Once Sponsor sells all Units, Sponsor shall transfer the unsold Parking Licenses to the Board.

With respect to the Parking Spaces, expenses for repairs, maintenance, replacement, restoration or operation of, and any alteration, addition or improvements thereto shall be paid by the Board, as Licensor, from the Parking Space License Fees or as an assessment to the Parking Space licensees, including Sponsor in its role as an unsold Parking Space licensee.

Please see the Section of the Plan entitled "Description of Property and Improvements" and the "Declaration" for further details.

71. Certain Units have private grills on the Terraces. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates are responsible for or are they making any guarantees regarding the emission of cooking odors and the Building safety resulting from the operation of the private grills. Private grills on these Terraces are in compliance with New York City Department of Buildings rules and regulations.

72. The common Mechanical Roof is to be accessed through Unit PHA's private roof level corridor. Access will be required by the Superintendent and building staff from time to time. If a mechanical consultant is required, he/she will be supervised by building staff. Section 14.13 of the Declaration requires providing the Unit Owner with five (5) business days' notice of such access. If there is an emergency, no notice is required. Please refer to the Section of the Plan entitled "Declaration" and "Description of Property" in Part II of the Plan for further details.

73. Purchasers are advised, with certain exceptions (for example, Sponsor and its designee are not required to give the Condominium Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Unit will be subject to a right by the Condominium

Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. 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".

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

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

76. Prior to Closing, Purchasers who rent or lease such contracted for Unsold Unit on an interim basis shall be responsible for obtaining renter's insurance for their Unit at such Purchaser's sole cost and expense. A person who takes possession prior to the first closing assumes the risk of losses not covered by insurance. The interim lease will provide that an uncured default by the Purchaser under the Agreement with respect to the Unsold Unit which is the subject of the interim lease will constitute a default under the interim lease entitling Sponsor or such owner, at its option, to terminate such interim lease in accordance with applicable Law. Sponsor shall provide written notice to Purchaser of default under the Agreement and Purchaser shall have thirty (30) days within which to cure such default before forfeiture of the deposit may be declared. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unsold Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor or such owner, at its option, to terminate such Agreement and to exercise any remedies therein provided; provided however, that before Sponsor or such owner utilizes the default under the interim lease to declare a default under the Agreement, Sponsor or such owner will either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unsold Unit. A Purchaser will have thirty (30) days to vacate an Unsold Unit after a default under the Agreement or the exercise of a right of rescission. Refer to the Section entitled "Interim Use and Occupancy Agreements" for further details.

77. The 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 (for any Unsold Unit in contract to be purchased by a Purchaser, the Sponsor shall seek such Purchaser's consent prior to performing an alteration or repair). The Sponsor shall only be obligated to perform punchlist work while the Purchaser or its agent is present in the Unit unless the Purchaser provides Sponsor with a written release confirming that Sponsor has the right to enter the Unit upon reasonable hours to make the repairs and that the Purchaser

shall be responsible for clearing the area to be repaired, removing any valuables and protecting any furniture or other personal property in and around the subject area. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such manner as will not unreasonably interfere with the use of any Unit for its permitted purposes, however, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates will have any obligation to move a Unit Owner's personal property or to pay for the cost of moving same. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor, its principals, managers, members, agents, designees, employees or affiliates liable for any damage to the Unit or to the personalty or fixtures contained therein. In the event that a Purchaser does not provide a written release or does not permit access to that Purchaser's Unit by Sponsor or its contractors, subcontractors, agents and employees after written request, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to Unit Owners to perform any alterations or repairs in that Purchaser's Unit. Notwithstanding the foregoing, a Unit Owner must provide immediate access to Sponsor's contractors to complete punchlist work. In the event that access to the Unit is denied by Unit Owner more than two (2) times, Sponsor has the option, in its sole discretion, to credit Unit Owner with the estimated cost of the remaining punchlist work as determined by Sponsor's own vendor or architect, and Sponsor shall have no further obligation to complete any punchlist work in the Unit. Sponsor, in its sole and absolute discretion, at any time, reserves the right to substitute any punchlist item for a credit or cash payment based on the estimated cost for a bid from Sponsor's own vendor to fix said punchlist item on a dollar for dollar basis, *i.e.*, if the cost to repair a punchlist item is $1,000, Sponsor may either credit or pay that amount to Purchaser. However, Sponsor shall not pay a credit in lieu of completing work to be completed by Sponsor in furtherance of Sponsor's obligations to construct the condominium in accordance with the plans and specifications in the Plan. Such payment shall release Sponsor, its principals, managers, members, agents, designees, employees or affiliates from all liability relating to such enumerated punchlist item(s). Sponsor shall send a written completion letter ("Completion Letter") to the Purchaser at the Unit once the punchlist is deemed complete. Sponsor must hear from buyer within 10 days of receipt of the Completion Letter if Purchaser disputes that an item is not complete, otherwise punchlist is deemed complete by Sponsor and neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any further obligations with respect to the punchlist. The payment of a credit to Purchaser in lieu of punch list repair does not relieve Sponsor of its obligations pursuant to the GBL and such additional obligations under the Plan to the Condominium Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any responsibility for any condition in any Unit that is resold by a Purchaser from the Sponsor. No Unit Owner may make any structural alterations, addition, improvement or repair to such Unit Owner's Unit or the Building without the prior written approval of the Condominium Board. Any alteration work being considered by a Unit Owner prior to the time a PCO for the Building is issued, must be approved by Sponsor as well as the Condominium Board, before it may be undertaken. Sponsor shall have the absolute right to deny consent to alteration request until a final certificate of occupancy is procured for the Building as open alteration permits by Units Owners will interfere with Sponsor's ability to obtain the final certificate of occupancy. Sponsor also may require that any such alteration work to which Sponsor consents which requires filing with the New York

City Department of Buildings or the New York City Department of Finance, be handled by Sponsor's Architect and/or Sponsor's expediter/code consultant at Unit Owner's expense, to try to minimize interference with Sponsor's filings to obtain a final Certificate of Occupancy.

78. Purchasers should note, notwithstanding any provision to the contrary herein, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be obligated to correct, and shall not be liable to any Purchaser as a result of any insubstantial or immaterial variations from the Plans and Specifications. No such variation will affect a Purchaser's obligations under a Purchase Agreement or the Plan unless any such change, if material (note that there is a rebuttable presumption that a reduction in unit area of 5% or less is not material) is necessitated by site conditions or necessary engineering or structural alterations required by applicable law or regulation as certified by Sponsor's architect.

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

80. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of the Purchase 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 the Purchase Agreement. If Purchaser so elects to terminate the Purchase 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, and, upon making such payment, the Purchase Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under the Purchase 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).

81. 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 provided that Sponsor is deemed the prevailing party in any such action or dispute..

82. 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, the Purchase Agreement or the relationship created hereby.

83. There will be fifty-eight (58) Storage Cages located in the cellar of the Building which are approximately 20-41 square feet of space. There will be two (2) Storage Rooms on the first floor of the Building accessed via the garage which are approximately 84 and 103 square feet of space, respectively. Access to Storage Cages 51-58 are ADA Inaccessible. A Purchaser of a Unit shall have the opportunity to purchase the right to the use of Storage Cages(s) and/or Storage Room(s) pursuant to a license agreement. Storage Cages(s) and Storage Rooms will be allocated by Sponsor to each Purchaser in its sole discretion. The Condominium Board will establish rules for the use of the Storage Cages and Storage Rooms. No Unit Owner may own a license to Storage Cages or a license to a Storage Room independently of a Unit. The Storage Cages and/or Storage Room is subject to a license agreement and subject to the authority of the Condominium Board. All of the Storage Spaces are not the same size (see Schedule A for specifications and pricing of each Storage Space).

All Storage Cage licensees and Storage Room licensees, including Sponsor in its role as an unsold Storage Cage licensee and Storage Room licensee, shall be responsible for the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Storage Cage or Storage Room licenses.

With respect to the Storage Cages and Storage Room licenses, expenses for repairs, maintenance, replacement, restoration or operation of, and any alteration, addition or improvements thereto shall be paid by the Board, as Licensor, from the Storage Cage and Storage Room License Fees (if applicable) or as an assessment to the Storage Cage and Storage Room licensees, including Sponsor in its role as an unsold Storage Cage licensee and Storage Room licensee.

See the Section of the Plan entitled "Description of Property and Improvements" and the "Declaration" for further details.

INTRODUCTION

378 WEA Owner LLC a Delaware limited liability company ("Sponsor"), hereby presents this offering plan (the "Plan") for the establishment of condominium ownership of certain real estate consisting of approximately 15,657 square feet of land on the corner of the south east side of 78th Street and West End Avenue (the "Land") in the Borough of New York, including a Sub-Cellar, Cellar, Floors one (1) through eighteen (18) story building with mechanical bulkheads above the main roof (the "Building") containing fifty-eight (58) units ("Units"). Sponsor is also offering license agreements for nine (9) parking spaces ("Parking Spaces"), two (2) storage rooms ("Storage Rooms") and fifty-eight (58) storage cages ("Storage Cages"). The Land and the Building are collectively referred to herein as the "Property". The condominium will be known as "378 West End Avenue Condominium" and is called the "Condominium" in this Plan.

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the Units and license agreements for: a. the Parking Spaces; b. the Storage Rooms; and c. the Storage Cages. Sponsor may from time to time amend or supplement the Plan by filing an amendment with the New York State Department of Law (the "Department of Law") and serving such amendment on Purchasers and Unit Owners. All of the Units offered in this Plan are vacant.

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 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, a sample Purchase Agreement, 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, contains all of the material terms of the transaction and constitutes the entire offer of Sponsor. Copies of the Plan and the exhibits are available for inspection by prospective purchasers and their attorneys, without charge, at the onsite sales office or at the offices of the Sponsor, or may be borrowed upon payment of one hundred ($150) dollar deposit, which amount will be fully refunded after either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the borrower of a Purchase Agreement subsequently accepted by Sponsor. Copies of the Plan and exhibits will also be available for inspection and copying at a reasonable fee at the Department of Law, 28 Liberty Street, New York, New York. 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.

The Condominium

On September 7, 2018, the Sponsor acquired fee title to the Land and related structures thereon. The Sponsor is rehabilitating the present facade at 378 West End Avenue and constructing a new structure at 260 West 78th Street and 262 West 78th Street which structures when all combined will be one Building on the Land which will be subject to a Temporary Certificate of Occupancy and a Permanent Certificate of Occupancy thereafter and the Building's address will be 378 West End Avenue. The rehabilitated portion of the Building was used as a residential building and the new construction was formerly a school site. The Building will contain a sub cellar, cellar below grade, eighteen (18) stories above grade, and a bulkhead. The floors in the Building are named (from bottom to top): Sub Cellar, Cellar, Floors 1 – 18. Purchasers are advised that there will be no reference to the thirteenth, seventeenth and eighteenth floor of the constructed building for marketing purposes. For marketing purposes floors skip the 13th floor and construction floors 16, 17 and 18 are marketing floors PHB, PHA-L and PHA-U respectively. Please refer to the "Description of Property, Section H Building Size" for further clarification.

As more particularly described herein, the Building will include the Units, the General Common Elements and Limited Common Elements.

There will be available to occupants certain residential services, including, but not limited to, a 24-hour lobby attendant, a garden terrace, swimming pool, locker room, pet grooming, bike storage, squash court, basketball court, fitness center, fitness studio, music room, sports simulator room, lounge, club room, children's playroom, reading room, package room, an automatic elevator and cable television service at an additional charge.

Garage Area

There will be a Garage Area located on the first floor of the Building which will contain Nine (9) Parking Spaces. Sponsor is reserving Parking Spaces for the PH Units and Five- and Six-Bedroom Units. The prices for Parking Space License Agreements are set forth on Schedule A-1. Purchasers of Parking License Agreements will be required to pay monthly license fees to the Condominium. The license fees for the First Year of Condominium Operation are set forth on Schedule A-1. Parking Licensing Agreements will be made available to Purchasers of Units on a first come first served basis if available. Parking Spaces will not be available for purchasers of all Units. A Parking License may be entered into only by a party who is also a Unit Owner. Parking Licensees may not sublicense their Parking License to non-Unit Owners or parties who are not tenants of the Building. A monthly Parking License Fee will be charged to Parking Licensees to cover costs associated with maintenance and operation of the Parking Area. The anticipated monthly Parking License Fee for the First Year of Condominium Operation is anticipated to be $100.00 per month. Sponsor makes no representation that the Parking area will be free from dampness or similar problems. Sponsor makes no representation regarding future Parking License Fees or the availability of Parking Spaces. Parking Space may only be used for the parking of automobiles and in compliance with all applicable laws and ordinances. The parking spots are 18'x9'. Some parking spots may be next to concrete supports or walls. Purchasers should note that oversized vehicles may have trouble maneuvering within the garage. Parking Spaces cannot be used independently of the ownership of a Unit. The Garage Area will

include a drop off area that can be used by all Unit Owners. The Garage Area and use of the drop off area will be subject to the rules and regulations established by the Condominium Board from time to time.

Parking Space 9 has been designated as a handicapped parking space and will be the last parking license agreement sold if it has not previously been sold to a Purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of the license agreement for Parking Space 9 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the License:

"In the event the present or future owner of a unit in the condominium or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of a parking space license, said unit owner has the right to demand that the owner of the license agreement for Parking Space 9 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family residing in the unit, becomes handicapped and said unit owner does not own a parking space license agreement, said unit owner has the right to demand that the owner of the license agreement for Parking Space 9 sell it at the then current fair market value to said handicapped owner. All costs and expenses entailed in the assignment of the license agreement to the parking space, including without limitation, transfer agent fees, title abstracts, title insurance, transfer taxes and recording fees, and reasonable attorneys' fees, if applicable, shall be borne by the party requesting the transfer.

The owner of the license agreement for Parking Space 9 must comply with the aforementioned demand upon thirty (30) days written notice."

If the parties cannot agree on the fair market value of license agreement for Parking Space 9 the parties agree to submit the matter to binding arbitration in accordance with Article 6 of the By-laws of the Condominium."

All Parking Space licensees, including Sponsor in its role as an unsold Parking Space licensee, shall be responsible for the Parking Spaces, and the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Parking Spaces. Except Sponsor, no Unit Owner may own a Parking Space license independently of a Unit. Once Sponsor sells all Units, Sponsor shall transfer the unsold Parking Licenses to the Board.

With respect to the Parking Spaces, expenses for repairs, maintenance, replacement, restoration or operation of, and any alteration, addition or improvements thereto shall be paid by the Board, as Licensor, from the Parking Space License Fees or as an assessment to the Parking Space licensees, including Sponsor in its role as an unsold Parking Space licensee.

Please see the Section of the Plan entitled "Description of Property and Improvements" and the "Declaration" for further details.

Storage Area

There will be fifty-eight (58) Storage Cages located in the cellar of the Building which are approximately 20-41 square feet of space. There will be two (2) Storage Rooms on the first floor of the Building accessed via the garage which are approximately 84 and 103 square feet of space, respectively. Access to Storage Cages 51-58 are ADA Inaccessible. A Purchaser of a Unit shall have the opportunity to purchase the right to the use of Storage Cages(s) and/or Storage Room(s) pursuant to a license agreement. Storage Cages(s) and Storage Rooms will be allocated by Sponsor to each Purchaser in its sole discretion. The Condominium Board will establish rules for the use of the Storage Cages and Storage Rooms. No Unit Owner may own a license to Storage Cages or a license to a Storage Room independently of a Unit. The Storage Cages and/or Storage Room is subject to a license agreement and subject to the authority of the Condominium Board. All of the Storage Spaces are not the same size (see Schedule A for specifications and pricing of each Storage Space).

All Storage Cage licensees and Storage Room licensees, including Sponsor in its role as an unsold Storage Cage licensee and Storage Room licensee, shall be responsible for the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Storage Cage or Storage Room licenses.

With respect to the Storage Cages and Storage Room licenses, expenses for repairs, maintenance, replacement, restoration or operation of, and any alteration, addition or improvements thereto shall be paid by the Board, as Licensor, from the Storage Cage and Storage Room License Fees (if applicable) or as an assessment to the Storage Cage and Storage Room licensees, including Sponsor in its role as an unsold Storage Cage licensee and Storage Room licensee.

Please see the Section of the Plan entitled "Description of Property and Improvements" and the "Declaration" for further details.

Features of Condominium Ownership

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

Certain Unit Owners have the exclusive use of Terraces and Balconies appurtenant to their Units, and such Unit Owners are responsible for all normal maintenance, repairs and replacements thereto. Terraces and Balconies appurtenant to Units are shown on the Unit Floor Plans included in Part II of the Plan. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Terrace caused by the need for such structural repairs (unless caused by a Unit Owner in which case that Owner shall be responsible for such repairs) shall be charged to all Unit Owners as a Common Expense. The type, size, height, weight and quantity of plantings and other installations to be placed on Terraces and Balconies and the rights of Unit Owners to paint and decorate Terraces and Balconies shall be subject to

the prior written approval of the Condominium Board and applicable law. Any planting or other installations to be placed on Terraces and Balconies shall be subject to the rules and regulations promulgated by any New York City and Department of Buildings regulations, including, but not limited to, any applicable weight restrictions. In no event shall any plantings exceed five feet in height. For safety issues, no plantings, structures or other improvements may be installed by Unit Owners on the Juliet Balconies. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity of the Building and the health and safety of the occupants. The Condominium Board does not have the right to approve or disapprove of purchasers. Inasmuch as there is no limit on the number of owners who may purchase for investment rather than for personal occupancy, there is a possibility that there may always be a substantial percentage of owners who are non-residents.

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 has the authority to manage the Condominium and the Units. The Unit Owners have the right to vote for members of the Condominium Board, subject to the Sponsor 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, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representations about whether a Purchaser will be able to finance the purchase of any 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 their Unit after Closing.

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 Schwartz Sladkus Reich Greenberg Atlas LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for United States, 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 Unit. Neither Sponsor, its principals, managers, members, agents, designees, employees, affiliates, Sponsor's counsel, Sponsor's tax counsel, the Selling Agent, its principals and agents, nor the Managing Agent shall have any liability to any Purchaser in the event the United States Treasury Department amends its regulations relating to entity classification and such amendment(s) have a materially adverse impact upon the tax treatment of the Condominium.

With certain exceptions (for example, Sponsor and its designee are not required to give the Condominium Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. 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".

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 General Common Elements will be borne by the Units Owners in proportion to their respective Common Interest. The costs and expenses of operating and maintaining the General Common Elements including, but not limited to, the cost of snow removal and landscaping, will generally be shared by all Unit Owners in proportion to their respective Common Interest except as otherwise provided in Schedule B "Projected Budget for First Year of Condominium Operation" in Part I of the Plan or in accordance with the terms of the By-Laws. The Condominium Board may make allocations of 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.

Matters affecting the Building will be decided by the Condominium Board, which shall be comprised of five (5) representatives elected by the Unit Owners. Sponsor shall not hold a majority of seats on the Condominium Board after the earlier to occur of (i) five (5) years from the date of the First Closing, or (ii) that date upon which the Sponsor and its designees own less than Ninety (90%) percent of the Units. (the "Initial Control Period"). Please refer to the Section of entitled "Control by Sponsor" in Part I of the Plan for further details.

As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Such charges will be assessed against 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 (m).

The cost of improvements, repairs, alterations and additions to the Building ("Common Expenses") will be determined by the Condominium Board and assessed against all Unit Owners in proportion to their respective Common Interests. The estimated Common Charges for each Unit for the first year of condominium operation are set forth in Schedule A.

After the closing of title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment and personal property situated within his Unit, as well as liability insurance with respect to occurrences in or about his Unit. The Sponsor, its principals and members, shall not be liable for Unit Owners' personal property within each Unit under any circumstances. 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 General Common Elements, in accordance with the provisions of the By-Laws. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity which is permitted to take title pursuant to New York law. The Sponsor or its designee may also sell the Units in blocks to investors without the Board of Manager's consent or without obtaining a waiver of right of first refusal. Notwithstanding the foregoing, Sponsor and its designees are not obligated to offer or sell any Units and may, if it chooses, withhold one or more Units for future sale for any reason whatsoever, without the consent of any of the Boards, any Unit Owner, or mortgagee, to refuse to approve and execute (a) a Purchase Agreement for any Unit, and (b) a Purchase Agreement or Purchase 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, material status, age, ancestry, national origin or other ground proscribed by law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Down Payment 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.

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.

Offering of Units, Parking Agreements, Storage Room Agreements and Storage Cages Agreements for Sale

Sponsor hereby offers fifty-eight (58) Units, nine (9) Parking License Agreements, two (2) Storage Room License Agreements and fifty-eight (58) Storage Cage License Agreements to Purchasers for sale under the Plan. The prices for each of the Units, Parking Licenses, Storage Room Licenses and Storage Cage Licenses offered under the Plan are listed in Schedule A entitled "Purchase Prices and Related Information for the Projected First Year of Condominium Operation." **THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY ANY GOVERNMENT 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. In the event Sponsor makes a bulk sale of all or some of the Unsold Units, the transferee successor "Sponsor" shall be bound by Sponsor's representation regarding its commitment to sell Units. The Sponsor's financing contains minimum release prices set by lender and a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold.

Sponsor currently intends to sell the Units under the terms of the Plan and will endeavor in good faith to sell rather than rent the Units after the Plan has been consummated. However, under the terms of the Plan, Sponsor, as owner of the Unsold Units, or any successor Sponsor, as owner as the owner of the Unsold Units have reserved the right to rent or lease any Unsold Unit prior to closing the sale thereof to the Purchaser thereof, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Unsold Residential Units for any lawful purpose. After the consummation of the Plan, Sponsor may rent or lease the Unsold Units to any other party upon OZK's prior written consent, which consent may be granted or withheld in OZK's sole and absolute discretion. Accordingly, residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Therefore, it is possible that a significant portion of the Unit Owners will not be residents of the Building and that a significant portion of Building occupants may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a 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 Residential 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. See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

Each Purchaser of a Unit will be required to make a contribution to the Working Capital Fund. Such contribution by a Unit, to be made at the time of Closing of the Unit, shall be in an amount equal to two (2) months' 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 Unit.

The charges for electricity consumed by each Unit Owner individually will be separately metered or submetered 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 Building as a Common Expense. The costs and expenses of central heat and gas with respect to the Building will be included in Common Charges; Unit Owners will be required to pay charges for electricity consumed by the incremental HVAC Units for each Unit which provides air conditioning and heating to each Unit. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Unit. See the Notes to Schedule A with respect to the bases of such estimates.

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) material 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) 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.

"Balconies" shall mean any juliet balcony, balcony or balconies appurtenant to a Unit.

"Bike Room" refers to the one (1) room located on the first floor which shall be used by Residents subject to the rules and regulations established by the Condominium Board from time to time.

"Building" refers to the structures and improvements of the present facade at 378 West End Avenue and constructing a new structure at 260 West 78th Street and 262 West 78th Street which structures including above and below grade will be known as "378 West End Avenue Condominium" located at 378 West End Avenue, New York, New York in which the Units of the Condominiums are located.

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

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

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

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

"Common Charges" refers to assessments payable to the Condominium Board for all Units (including but not limited to, the costs and expense of financing or leasing an apartment for the Superintendent).

"Common Elements" refers to both the General Common Elements and the Limited Common Elements.

"Common Expenses" refers to the costs and expenses incurred from Common Elements.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements pertaining 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.

"Condominium" refers to 378 West End Avenue 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 board of managers representing the Unit Owners.

"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.

"Down Payment" means the deposit due upon Purchaser's signing and submitting the Purchase Agreement.

"Emergency" refers to any situation where the party taking the action, 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, or (iii) to avoid the unforeseen and unforeseeable 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.

"Equal or Better Quality" refers to comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

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

"Floor Plans" refers 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.

"Garage Area" refers to the first-floor area of the Building with street access from 78th Street that includes parking for nine (9) vehicles, and two (2) residential Storage Rooms.

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

"General Common Expenses" refers to the 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.

"Land" means the parcel of land upon which the Building is situated, as more fully described in Exhibit A of the Declaration.

"Lobby" refers to the main entrance to the Building.

"Managing Agent" refers to the managing agent or manager of the Building at the time in question.

"Offeree" refers to (a) Purchasers who have executed and delivered Purchase Agreements for Units and are not in default thereunder, (b) Unit Owners, and (c) any other person or entity who, pursuant to law, is an offeree of the Plan.

"Permitted Encumbrances" refers 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 Purchase 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 rehabilitate the Property.

"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 identified in this plan 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, 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 and Sponsor's right to substitute equipment or materials of like or better quality.

"Pool" refers to the swimming pool located in the sub-cellar section of the Building for the use of Residents.

"Property" refers to the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal, used or intended to be used in connection therewith.

"Property Deed" refers to the deed pursuant to which Sponsor acquired fee title to the Property.

"Purchase Agreement" refers to the agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

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

"Reserve Fund" refers to the fund to be held by the Condominium for capital improvements for the Condominium.

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

"Rules and Regulation" refers to the rules and regulations made in accordance with the By-Laws and attached thereto.

"Schedule A" refers to Schedule A, "Purchase Price and Related Information for the Projected First Year of Condominium Operation" set forth in Part I of the Plan.

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

"Co-Selling Agent" refers to Alchemy Properties Inc. and Compass, or any successor selling agent at the time in question

"Sponsor" refers to 378 WEA Owner 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.

"Sponsor Control Period" refers to the period during which members of the Condominium Board designated by Sponsor constitute a majority of the members of the Board which shall end upon the earlier to occur of: (a) the fifth anniversary of the First Closing of title to any Unit by Sponsor, or (b) the closing of title by Sponsor to Units representing more than ninety (90%) percent in aggregate Common Interests of all Units. A board member designated or appointed by the Sponsor, whether or not a principal of the Sponsor, shall not have personal liability based upon the actions and decisions of the Condominium Board made in the due course of business at such time as such person is serving on the Board.

"Storage Room(s)" refers to the private rooms located on the first floor of the Building which will be used for storage by Unit Owners.

"Storage Cages(s)" refers to the spaces located in the cellar of the Building which will be used for storage by Unit Owners.

"Superintendent" refers to the manager of the Condominium.

"Superintendent's Unit" refers to the apartment in the Building in which the Condominium's Superintendent shall reside. The Sponsor anticipates that the Superintendent's

Unit will be Unit 1A, however, the Sponsor reserves the right to substitute another Unit as the Superintendent's Unit.

"Terrace(s)" refers to terraces, balconies and/or juliet balconies appurtenant to certain Units which are Limited Common Elements.

"Unavoidable Delays" refers to construction delays or 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, any delays in governmental approvals in connection with the construction 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 a specific residence in the Building, together with an appurtenant proportionate undivided interest in the General Common Elements and the Limited Common Elements, as the case may be. All of such Units are collectively referred to as "Units".

"Unit Owner" refers to any Unit Owner, and all of such Unit Owners are collectively referred to as the "Unit Owners".

"Unsold Parking Space" refers to (a) any Parking License Agreement for a Parking Space owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor, its designee, successor or assigns or a Parking License Agreement 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 Parking License Agreement for which there is a signed Purchase Agreement but for which Closing has not occurred.

"Unsold Unit" refers to (a) any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor, its designee, successor or assigns 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.

"Unsold Storage Cages" refers to (a) any Storage Cage License Agreement for a Storage Cages Space owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor, its designee, successor or assigns or a Storage Cages License Agreement 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 Storage Cages License Agreement for which there is a signed Purchase Agreement but for which Closing has not occurred.

"Unsold Storage Room" refers to (a) any Storage Room License Agreement for a Storage Room Space owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor, its designee, successor or assigns or a Storage Room License Agreement 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 Storage Room License Agreement for which there is a signed Purchase Agreement but for which Closing has not occurred.

"Working Capital" refers to the funds paid by each Purchaser at Closing to the Condominium to be used towards expenses of the Condominium as described in Section entitled "Working Capital" in the Plan.

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.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Construction of the Building

The newly constructed Building will contain fifty-eight (58) Units, (including the Superintendent's Unit), the General Common Elements ((which includes fifty-eight (58) Storage Cages, two (2) Storage Rooms, and nine (9) Parking Spaces) and Limited Common Elements. The Common Elements refers to both the General Common Elements and the Limited Common Elements.

The Building, including the individual Units therein, is being constructed in accordance with the Plans and Specifications and all applicable zoning and building laws, regulations, codes and other government requirements. No Asbestos Containing Material will be present in insulating or fire-proofing material contained in the Building. Following completion of the Building, Temporary Certificates of Occupancy for individual Units and the Building and/or a permanent Certificate of Occupancy 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.

The Building is being constructed to include both the existing twelve (12) story building façade on the corner of West 78th street and West End Avenue ("Historic Structure") and the new construction of eighteen (18) stories being built extending the Building easterly on 78th Street and on top of the Historic Structure (the "New Structure"). The Historic Structure and the New Structure are being blended and merged to create the new configuration for the Building. Based upon the foregoing, some of the units will be in the Historic Structure, some of the units will be in the New Structure and some units will be a hybrid of both the New Structure and the Historic Structure. Notwithstanding the foregoing, the entire Building will be newly constructed. The entire Building is located within the New York City Landmarks Preservation Commission "West End-Collegiate Historic District Extension" and must be maintained in compliance with the New York City Landmark Preservation Commission.

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

Under the present construction schedule it is anticipated that, except for finishing work to stairways, hallways, lobby, interior cabs of elevators 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, at its discretion, in individual Units, including but not limited to work performed by Sponsor pursuant to a "punch list" for an individual Unit executed at Closing, certain Units will be substantially completed on or about December 1, 2021 and a Temporary Certificate of Occupancy with respect to portions of the Building will be obtained on or about December 1,

2021 both subject to Unavoidable Delays. There will be one Permanent Certificate of Occupancy for the Building. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first Temporary Certificate of Occupancy may be issued for some but not all of the Units and Sponsor may complete construction of certain Units before others.

Sponsor has engaged Cookfox Architects ("Sponsor's Architect") as architects for the Building, WSP USA as the mechanical engineer for the Building and Desimone Consulting Engineering Group LLC, as the structural engineer for the Building.

Sponsor and its principals, managers, members, agents, designees, employees and affiliates reserve the right to amend or modify the Plans and Specifications in any way or manner 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 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 as long as such changes are in compliance with applicable laws and regulations, including those promulgated by the Department of Law.

Units

Subject to the rights of Sponsor and its designee to change the number of Units, there will be a total of fifty-eight (58) Units situated in the Building. Detailed descriptions of the Units including a finish schedule are set forth 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, "Prices of Units and Related Information" for further details.

Except as otherwise agreed by the parties, the 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 Unit at his or her own cost and expense.

Included in the sale of each Unit are the following: garbage disposal, range, ventilation hood, speed oven, refrigerator/freezer, wine cooler, dishwasher, kitchen cabinets, washing machine and dryer and individually controlled heating and cooling. The manufacturer, model number and specifications for the foregoing appliances and equipment are set forth in the "Description of Property", subject to substitution by Sponsor of comparable equipment. As more fully set forth under the Section entitled "Description of Property and Improvement – 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 Unit or to do special work therein to provide different or additional appliances, equipment furnishings or decorations, provided that Sponsor is paid in full prior to ordering same and 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 Purchase Agreement.

Sponsor and its designee or successor reserve the right, without prior notice or amendments to the Plan, to use Unsold Units, not currently in contract to be purchased, on any floor of the Building as sales and leasing offices and model apartments. In the event Sponsor or its designee or successor, thereafter, elects to sell such Unsold Units, Sponsor or its designee or successor may offer the purchaser the right to purchase all or any of the furniture, furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unsold Unit, such amounts as Sponsor determines.

A Unit Owner may only use his or her 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 building 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 Unit Owner use his Unit for a use violative of the By Laws.

Terraces and Balconies

As indicated in Schedule A, Balconies and Terraces are appurtenant to certain Units and are included in the purchase prices therefor. A Unit Owner who has a Balcony and/or a Terrace appurtenant to his or her Unit shall have the exclusive use of same, subject to the right of the Condominium Board to regulate its use, and shall be responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Balcony and/or Terrace which are Limited Common Elements, (unless caused by its Unit Owner) shall be charged to all Unit Owners as a Common Expense.

Any plantings, structures or other improvements installed by Unit Owners on the Balconies and Terraces must be approved by the Condominium Board and shall be subject to any applicable New York City Department of Buildings rules and regulations, including, but not limited to, any applicable weight restrictions. The Condominium Board shall have the right, even if same was previously approved, to require a Unit Owner to remove plantings and other installations which have been placed on the Terraces and Balconies if the Condominium Board determines, in its reasonable discretion, that such plantings or other installations adversely affect the integrity of the roof or structural or mechanical systems. For safety issues, no plantings, structures or other improvements may be installed by Unit Owners on the Juliet Balconies. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity of the Building and the health and safety of the occupants. Neither the Sponsor nor its principals, managers, members, agents, designees, employees, or affiliates make any representation as to what may or may not be legally placed on the Terraces and Balconies by any Unit Owner.

Due to space constraints, the balconies of Unit 8A and Unit 8C, and the balconies in the convenience stair in Unit PHA are not in compliance with the American with Disabilities Act ("ADA Inaccessible"). Please refer to the Description of Property in Part II of the Plan.

Balconies are entirely within the lot with the exception of the balconies of Unit 8A located at the 8th floor on the west façade and located on the north facade which project over the

sidewalk; and one (1) balcony of Unit 8C located on the north façade which projects over the sidewalk; and one (1) balcony of Unit 9B at the 9th floor located on the south façade which projects over the Church. With respect to the south façade of the Building, on July 18, 2019, Sponsor and Church, entered into a perpetual easement for the existence of the balcony and an easement for light and air. See Special Risk No. 2.

Storage Cages and Storage Rooms

There will be fifty-eight (58) Storage Cages in the communal storage area located in the cellar of the Building which are approximately 20-41 square feet of space. Storage Cages 51-58 are ADA Inaccessible. There will be two (2) private Storage Rooms, with gypsum walls and doors, on the first floor of the Building which are approximately 84 and 103 square feet of space, respectively. (the Storage Cages and Storage Rooms may be collectively referred to as "Storage".) A Purchaser of a Unit shall have the opportunity to purchase the right to the use of Storage pursuant to a license agreement. Storage will be allocated by Sponsor to each Purchaser in its sole discretion. Storage Cage or Storage Room licenses may only be granted to Unit Owners. All Storage Cage Licensees and Storage Rooms Licensees, including the Sponsor (with respect to an unsold license), will be responsible for (i) all costs and expenses associated with the operation of the Storage Cages and Storage Rooms and Storage Area; and (ii) the payment of any license fees and/or special assessments imposed by the Board. The Condominium Board will establish rules for the use of the Storage. No Unit Owner may own a license for Storage independently of a Unit. Upon the sale of a Unit, the Unit Owner must assign their license for Storage to a Unit Owner or the Condominium Board. The use of the Storage license is subject to the authority of the Condominium Board. All of the Storage Spaces are not the same size (see Schedule A for specifications of each Storage Space).

In the event the Storage is not available for use and/or occupancy on Purchaser's Closing Date for any reason, including, without limitation, the status of completion of the construction of the Building, or the lack of a Temporary Certificate of Occupancy or PCO (if required), Purchaser shall remain obligated to close title to its Unit, pay the balance of the Purchase Price for such Unit and the Storage and pay Common Charges in full following the Closing. In the event that the Storage is unavailable for use as of the Closing Date as aforesaid, the Storage Purchase Price shall be held in escrow by Escrow Agent. Upon notification from Sponsor that the Storage is available for use, Escrow Agent shall release the Storage Purchase Price to Sponsor with interest earned thereon, if any, and shall deliver the Storage License to Purchaser.

Parking Spaces

There will be nine (9) Parking Spaces located in the first floor Garage Area of the Building. Access to the Garage Area shall be on West 78th Street. Each Parking Space shall be provided with an individually metered electrical outlet. A Purchaser of a Unit shall have the opportunity to purchase the right to the use of a Parking Space pursuant to a license agreement. Parking Spaces will be allocated by Sponsor to each Purchaser in its sole discretion. All Parking Space Licensees, including the Sponsor (with respect to an unsold license), will be responsible for (i) all costs and expenses associated with the operation of the Parking Space; and (ii) the payment of any license fees and/or special assessments imposed by the Board. The Condominium Board will establish rules for the use of the Parking Spaces. No Unit Owner may

own a license for a Parking Space independently of a Unit. Upon the sale of a Unit, the Unit Owner must assign their license for Parking Space to a Unit Owner or the Condominium Board. The Parking Space license is subject to the authority of the Condominium Board. All the Parking Spaces are not the same size (see Schedule A-1 for specifications of each Parking Space).

In the event the Parking spot is not available for use and/or occupancy on Purchaser's Closing Date for any reason, including, without limitation, the status of completion of the construction of the Building, or the lack of a Temporary Certificate of Occupancy or PCO (if required), Purchaser shall remain obligated to close title to its Unit, pay the balance of the Purchase Price for such Unit and the Parking spot and pay Common Charges in full following the Closing.

General Common Elements

Generally, the General Common Elements consist of all portions of the Building other than the Units, including, 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 a Limited 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 Limited 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 the Building which are not Limited Common Elements or part of any Unit; (g) the water tower, if any; (h) the exterior façade of the Building; 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 the Condominium. A detailed description of the General Common Elements is set forth in the Declaration.

Limited Common Elements

The Limited Common Elements include those portions of the Building available for the exclusive use of some but not all Unit Owners. At the present time, the Limited Common Elements consist of Balconies and Terraces appurtenant to certain Units. A detailed description of the Limited Common Elements is contained in the Declaration.

Superintendent for the Building

The Superintendent for the Condominium will reside in the Superintendent's Unit in the Condominium. Unit 1A is being designated as the Superintendent's Unit, however, Sponsor reserves the right to substitute another Unit at its sole discretion, provided, however, that if another Unit is selected, the purchase price and other costs will be the same. This Unit will be purchased by the Condominium Board on behalf of the Unit Owners at or after the First Closing for a purchase price of $2,150,000.00, payable by the Condominium Board on behalf of all Unit Owners. The Condominium Board will be responsible for the payment of all mortgage recording

taxes, transfer taxes and title insurance premiums and fees due in connection with the purchase of this Unit. These sums can be paid from the Working Capital Fund or financed and paid at closing by a note to the Sponsor, due in one year at 4.5% interest. The Condominium Board on behalf of all Unit Owners will execute a promissory note payable to Sponsor in an amount of $2,150,000.00 and will mature five (5) years from the First Closing (the "Maturity Date") and will bear interest at a rate of four and one half (4.5%) percent per annum with a default rate of interest at the maximum rate permitted by law. The entire amount of principal and any unpaid interest will be due and payable on the Maturity Date and the Condominium will be required to pay said note on the Maturity Date. The annual interest of $96,750 shall be paid by the Condominium on a monthly basis, in arrears, as same is reflected in Schedule B. In order to do so, the Condominium will either have to assess Unit Owners for the amount equal to pay off the promissory note or arrange for a loan to satisfy said promissory note. No representation is made by Sponsor with respect to the Condominium's ability to repay or otherwise refinance or extend the note and mortgage at such time. Purchasers are advised that in the event the Condominium is unable to refinance or extend the note and mortgage at the Maturity Date, the Condominium may have to assess all Unit Owners in proportion to their respective Common Interests. In the event of a default under the note and mortgage, the holder may foreclose on the Superintendent's Unit with any deficiency being the obligation of the Unit Owners. Upon default, the interest rate will be increased to the maximum rate permitted by law. In the event of such foreclosure, alternate arrangements would have to be made to relocate the Superintendent as allowed by applicable law. The common charges for each Unit set forth in Schedule A include the costs of paying the Common Charges and Real Estate Taxes on the Superintendent's Unit.

The Condominium Board on behalf of all Unit Owners will be responsible for the payment of all closing costs, including but not limited to, mortgage recording taxes, transfer taxes and title insurance premiums and fees due in connection with the purchase of this Unit. These sums can be paid from the Working Capital Fund or financed and paid at closing by a note to the Sponsor, due in one year at 4.5% interest. These payments shall be borne by all Unit Owners as a Common Expense. In addition, in the event a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act in connection with this transaction, such credit will inure solely to the benefit of Sponsor. More information and details about closing costs can be reviewed in the section of the Plan titled "Closing Costs and Adjustments." Purchasers are advised the actual closing costs may be more or less than the estimations provided.

All Common Charges on the Superintendent's Unit including utilities, real estate taxes, costs of repairs, alterations and improvements shall be borne by all Unit Owners as a Common Expense. (See the Sections of the Plan entitled "Schedule B – First Year's Budget" and "Agreements Affecting Building Operations" for further details.)

Sponsor reserves the right, in its sole discretion to substitute a substantially equivalent Unit in place of Unit 1A (at the same cost and with the same financial implications as set forth herein) to serve as the Superintendent's Unit. Sponsor shall amend the Plan to disclose such substitution.

(See Footnote (13) to the Section of the Plan entitled "Schedule B-First Year's Budget" for more details.)

Services and Facilities

Under present plans, all of the services and facilities described herein will initially be provided and made available to Unit Owners immediately following the First Closing, except as otherwise indicated.

a. Entrance

The main entrance to the Building will be on West End Avenue. There is a service entrance on West 78th Street. Residents can access the Building through either entrance.

b. Lobby Attendant

It is anticipated that an attendant will be on duty at the lobby of the Building twenty-four (24) hours a day, seven (7) days a week.

c. Elevator Service

Four (4) automatic passenger elevators will be in service, twenty-four (24) hours a day, seven (7) days a week, for the use of the Unit Owners residing in the Building. Two (2) passenger elevators PE1 and PE2 serve construction floors Cellar through 12 and two (2) elevators PE3 and PE4 serve construction floors Sub-cellar through Roof. PE4 is designated as the fire service access elevator and also opens onto the mechanical room roof at construction floor 16. Some units include direct elevator access to the Unit in addition to access from the floor lobby. Please refer to the Floor Plans of Units in Part II of the Plan for specific details. For security purposes, direct elevator access to the Units may not be available at the Closing of Title to Units. Purchasers shall still be obligated to close on the Unit with access from the floor lobby entrance to the Unit.

The elevator will be equipped with an alarm bell, emergency communication, and phase 1 and phase 2 firefighter operation. There will be a ceiling emergency exit hatch in each elevator.

d. Cable Television Service

A cable television system will be available for the use of the Unit Owners through wiring provided from a central patch panel in the Cellar to a single location within each Condominium Unit. Each Unit will have distribution wiring from that location to cable connectors in various locations within the Unit. The charges for primary connections and any fees related to the service will be determined by, and payable directly to the cable company. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation that cable television service will be available to any Unit Owner upon their initial occupancy of a Unit. The Condominium will own and maintain the internal conduit system in which all cable facilities are located.

e. Electrical Systems Telephone Service and Internet Access

Electrical service for Units will be metered and separately billed to each Unit Owner by Con Edison or a similar service provider. Local and long-distance telephone service will be offered by Verizon or Time Warner or other telephone service providers. In each case, such services will be separately billed to each Unit Owner. Each Unit Owner is responsible for arranging for telephone service in his individual Unit. Each Unit will be prewired for telephone service. Internet service will be available for all Units at each individual Unit Owner's cost. All charges for internet service (including activation, installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the internet service provider. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation as to when or if the local service provider will connect such telephone or internet services.

f. Mail

All incoming mail will be delivered by the United States Postal Service to the mailboxes of each Unit Owner located in the mail and package room off the main lobby. No mail delivery will commence until at least fifty (50%) of Unit Owners are residing/renting in the Building. Until such time, all mail will be delivered to the local post office. Unit Owners will have to arrange for their own respective mail pickup. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation as to the timeliness of mail deliveries or whether mail delivery services will be available to any Unit Owner upon their initial occupancy.

g. Laundry

Each Unit will contain a washer and dryer. A Laundry Room is provided at the Cellar with 2 washers and 2 dryers and one sink for common residential use. The machines may be used free of charge.

h. Refuse Disposal

There will be one refuse chute on each floor serving the Units leading directly to the compactor room.

i. Bicycle Storage

Bicycle Storage will be located in the First Floor of the Building and will be a Common Element accessible to Residents of the Building from the public corridor and will have racks to store 49 bicycles. This facility will be for occupants only. Maintenance, safety and security will be the sole responsibility of the Board. The assignment of spaces and the use of the Bike Room shall be subject to the By-Laws and the rules and regulations established by the Board.

j. Intercommunication and/or door signal systems

Each Unit will be equipped with an intercom system enabling communication to the front desk and main entrance entry panel.

i. Garden Terrace

A Garden area will be provided off the Reading Room on the ground floor and will not be accessible from the street. There will be seating and soil for native and adaptive low vegetation and shrubs at the edges of the garden. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation on the plantings ability to thrive and hardiness.

j. Lounge Area

The Lounge Area, located on First floor, is a Common Element accessible to all Unit Owners. The maintenance, safety and security will be the sole responsibility of the Board. Use of the Lounge Area shall be subject to the By-Laws and the rules and regulations established by the Condominium Board from time to time.

k. Amenity Spaces Sub-Cellar and First Floor

The Amenity Space in the Sub-Cellar is comprised of the Basketball Court, Squash Court, a Sports Simulator Room, Music Room, a Fitness Studio, Women's Locker Room, Men's Locker Room, Fitness Room and Pool will be located in the Sub Cellar Level of the Building. The Sub-Cellar Amenity Space will be accessible from the passenger elevators.

The Amenity Space on the First Floor is comprised of the Package Room, Lounge, Reading Room, Club Room, Children's Room, Powder Room, exterior Garden Terrace, and Bike Room. The First Floor Amenity Space will be accessible from the Lobby.

Use of the Amenity Space will be subject to the By-Laws and the rules and regulations established by the Board from time to time.

l. Fitness Room

The Fitness Room will be located on the Sub-cellar level of the Building which will be available for the exclusive use of Residents. The Fitness Room will initially contain the equipment described in the Description of Property as set forth in Part II of the Plan. The safety, security and maintenance of the Fitness Room and its equipment are the responsibility of the Condominium Board as a Common Element. Use of the Fitness Room shall be subject to the By-Laws and the rules and regulations established by the Condominium Board from time to time.

m. Pool and Pool Room

There will be an indoor swimming pool in the Sub-cellar level of the Building. The maximum occupancy of the pool is twenty (20) people. There will be a lifeguard on duty at all times during the pool hours of operation. The pool will be closed when a lifeguard is not on duty. The pool and all auxiliary services required shall be maintained by the Condominium Association as a common expense. Use of the Pool shall be subject to the By-Laws and the rules and regulations established by the Condominium Board from time to time. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or

affiliates assumes any responsibility and will not be liable to Unit Owners with respect to the use and safety of the Pool and Pool Room. The pool may not be in operation at the time of the First Closing of title to a Unit.

n. Pet Grooming

There will be a Pet Grooming room located at the first floor of the Building within the Garage. A sink and a table will be provided. The Pet Grooming room may not be in operation at the time of the First Closing of title to a Unit.

o. Emergency Generator

A Natural Gas Emergency Generator is located on the 16th construction floor roof of the building. During a loss of main power scenario, the project's ATS senses that utility supply power is down. Each ATS will have connection to the generator controller to notify it centrally that the main power has been lost and the generator will be initiated to provide back-up power for emergency & optional standby loads. Once the generator is up to speed, the emergency & optional standby loads will be brought on, via signals from the generator controller to the respective ATS's. Optional Standby power will be provided to the main kitchen refrigerator and one receptacle for all units. The Emergency Generator will be subject to monthly performance tests which may be temporarily audible from the Units. The noise decibel level may exceed New York City noise codes.

General

All determinations with respect to the continuance of any of the foregoing services, if initially made available, will be made by the Condominium Board, which will be controlled by Sponsor during the Sponsor 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, Selling Agent nor any of their principals, managers, members, agents, designees, employees, affiliates, the Managing Agent nor the Board will in any event be liable for the availability, interruption, discontinuance or quality of any of the foregoing 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 to person or damage to property occurs as a result of the gross negligence of Sponsor, the Managing Agent or the Board, as the case may be.

Security Procedures

The Condominium Board is vested with the responsibility of devising and carrying out security procedures with respect to the Building. Such procedures may be adopted and from time to time changed by the Condominium Board as such Condominium Board, in its discretion, determines to be appropriate to secure the Building. It is anticipated that the security procedures will be as follows:

a. Entrances and Elevators

An attendant will supervise admissions from the Lobby subject to the Rules and Regulations established by the Board of Managers. The Sponsor or its principals, managers, members, agents, designees, employees, or affiliates have no responsibility nor liability for the implementation of these policies or events arising from them. The elevators will have an alarm bell, emergency communication, and phase 1 and phase 2 firefighter operation. There will be a ceiling emergency exit hatch in each elevator.

b. Intercom System

Each Unit will be equipped with an intercom system enabling communication to the front desk and main entrance entry panel.

c. Smoke Detectors and Carbon Monoxide Detectors

Smoke detectors and carbon monoxide detectors shall be provided in each Unit in compliance with applicable codes. It will be responsibility of each individual Unit Owner to test and maintain the smoke detectors and carbon monoxide detectors located in such Unit Owner's Unit. Sponsor or its principals, managers, members, agents, designees, employees or affiliates shall have no responsibility nor liability in the event such Unit Owners fail to test and maintain the detectors.

No representation or warranty is made, and no assurance is given by Sponsor or its principals, managers, members, agents, designees, employees or affiliates that the security systems and procedures of the Building 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 Building than would otherwise be the case. No representation or warranty is made, and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor, Selling Agent nor any of its designee, members or principals 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 Building's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages. Please refer to the Description of Property set forth in its entirety in Part II of the Plan for further details regarding security procedures.

LOCATION AND AREA INFORMATION

Location and Services

The Condominium is located in the Upper West Side of Manhattan in the City of New York commonly referred to as 378 West End Avenue on the corner of 78th Street between West End Avenue and Broadway.

All types of transportation facilities are widely accessible to residents of Condominium. Bus routes are conveniently located just a block away and the subway rail system is just three blocks away. Taxi and limousine service are readily available. The New York City area is served by three major airports located within close proximity of the Condominium. Kennedy International and LaGuardia Airports are located in New York City and Newark Liberty International Airport is located in Newark, New Jersey. These three airports provide air service to nearly all major destinations in the United States and the world.

Excellent educational facilities are within close proximity to the Condominium. The educational facilities within close proximity to the Condominium are diverse enough to satisfy every age group, from young to adult interested in post-graduate classes, and include private, public and parochial schools on the elementary, middle school, and high school levels. An example of some of the schools includes: The International Preschools, located at 120 West 76th Street; Milestones UWS Preschool, located at 319 West 74th Street; The Calhoun School, located at 433 West End Ave; The Anderson School, located at 100 West 77th Street; Success Academy – Upper West, located at 145 West 84th Street; MS 243 Center School at 100 West 84th Street; PS 87 William Sherman, located at 160 West 78th Street; and PS M811 Mickey Mantle School, located at 466 West End Avenue.

The area is served by Weill Cornell Medicine Primary Care – West Side Hospital, located at 12 West 72nd Street; and Mount Sinai Doctors – Urgent Care, located at 638 Columbus Ave.

There are several houses of worship of most major denominations in the vicinity of the Condominium including, but not limited to: West End Collegiate Church located at 245 West 77th Street; Church of St. Paul and St. Andrew located at 263 West 86th Street; Holy Trinity Roman Catholic Church located at 213 West 82nd Street; Congregation B'nai Jeshrun located at 257 West 88th Street; and the Jewish Center located at 131 West 86th Street. The Property is located within blocks of a police station, a fire station, shopping facilities, public transportation and public recreation. Police, fire protection, water, sanitation, snow removal and road maintenance services are provided by the City of New York. Water charges for the Units will be paid by the Unit Owners as a Common Expense of the Condominium.

The local police is the 20th precinct located at 120 West 82nd Street, New York, New York and the local fire department is Ladder 25/Division 3 located at 205 West 77th Street, New York, NY. The local post office is located at 127 West 83rd Street, New York, NY.

Sponsor is not aware of any uses in adjoining or neighboring buildings which a reasonable Unit Owner would find obnoxious. There is no guaranty that any of the foregoing services or amenities will continue to be available to Unit Owners or residents in the future or

that any change in the foregoing will not adversely impact upon the value of the Units. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations that the character of the neighborhood, the businesses and other institutions which operate there, or the qualitative nature of the surroundings will not change.

Zoning and Use

The Property is located in R10-A/C4-6A zoning district which permits mixed commercial and residential use.

SCHEDULE A

PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION

December 1, 2021 to November 30, 2022

378 West End Avenue
New York, NY 10024

	Unit	Approximate Interior SF	Bdrms/ Baths	Terrace SF	Balcony SF	Total Sq. Ft.	Approximate Uninhabitable Space SF (Footnote 1)	Offering Price	Percentage Interest in Common Elements (Footnotes 2,3)	Estimated Common Charges for 1st Year		Estimated Real Estate Taxes for 1st Year (Footnote 4)		Total Estimated Carrying Charges for 1st Year	
										Monthly	Annual	Monthly	Annual	Monthly	Annual
1	1A*	1,037	2/1			1,037	12	$ 2,150,000	0.60%	$ 1,216	$ 14,594	$ 1,429	$ 17,154	$ 2,646	$ 31,748
2	1B	898	1/1			898	11	$ 1,795,000	0.52%	$ 1,053	$ 12,638	$ 1,238	$ 14,855	$ 2,291	$ 27,492
3	1C	995	1/1.5			995	12	$ 1,995,000	0.58%	$ 1,167	$ 14,003	$ 1,372	$ 16,459	$ 2,538	$ 30,462
4	2A	2,888	4/4.5			2,888	11	$ 6,995,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
5	2B	3,304	4/4.5	206		3,510		$ 7,995,000	1.96%	$ 3,935	$ 47,223	$ 4,626	$ 55,506	$ 8,561	$ 102,729
6	2C	4,214	5/5.5	1,318	94	5,626		$ 14,500,000	2.66%	$ 5,356	$ 64,272	$ 6,296	$ 75,547	$ 11,652	$ 139,819
7	2D	2,428	3/3.5			2,428	14	$ 5,550,000	1.42%	$ 2,847	$ 34,170	$ 3,347	$ 40,164	$ 6,194	$ 74,333
8	2E	1,567	2/2			1,567	15	$ 3,525,000	0.91%	$ 1,838	$ 22,053	$ 2,160	$ 25,921	$ 3,998	$ 47,974
9	3A	2,888	4/4.5			2,888	11	$ 7,145,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
10	3B	3,349	4/4.5			3,349		$ 7,895,000	1.95%	$ 3,928	$ 47,131	$ 4,617	$ 55,399	$ 8,544	$ 102,530
11	3D	2,501	3/3.5			2,501	14	$ 5,750,000	1.46%	$ 2,933	$ 35,197	$ 3,448	$ 41,371	$ 6,381	$ 76,568
12	3E	1,567	2/2			1,567	15	$ 3,600,000	0.91%	$ 1,838	$ 22,053	$ 2,160	$ 25,921	$ 3,998	$ 47,974
13	4A	2,888	4/4.5			2,888	11	$ 7,270,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
14	4B	3,384	4/4.5			3,384		$ 7,995,000	1.97%	$ 3,969	$ 47,624	$ 4,665	$ 55,978	$ 8,633	$ 103,601
15	4C	3,745	5/5.5		94	3,839		$ 9,895,000	2.20%	$ 4,420	$ 53,035	$ 5,195	$ 62,338	$ 9,614	$ 115,373
16	4D	2,468	3/3.5			2,468		$ 5,800,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
17	5A	2,888	4/4.5			2,888	11	$ 7,395,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
18	5B	3,384	4/4.5			3,384		$ 8,095,000	1.97%	$ 3,969	$ 47,624	$ 4,665	$ 55,978	$ 8,633	$ 103,601
19	5C	3,745	5/5.5		94	3,839		$ 10,050,000	2.20%	$ 4,420	$ 53,035	$ 5,195	$ 62,338	$ 9,614	$ 115,373
20	5D	2,468	3/3.5			2,468		$ 5,875,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
21	6A	2,888	4/4.5			2,888	11	$ 7,595,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
22	6B	3,384	4/4.5			3,384		$ 8,195,000	1.97%	$ 3,969	$ 47,624	$ 4,665	$ 55,978	$ 8,633	$ 103,601
23	6C	3,745	5/5.5		94	3,839		$ 10,200,000	2.20%	$ 4,420	$ 53,035	$ 5,195	$ 62,338	$ 9,614	$ 115,373
24	6D	2,468	3/3.5			2,468		$ 5,950,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
25	7A	2,888	4/4.5			2,888	11	$ 7,720,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
26	7B	2,910	3/3.5	431		3,341	18	$ 8,650,000	1.76%	$ 3,539	$ 42,469	$ 4,160	$ 49,919	$ 7,699	$ 92,388
27	7C	3,745	5/5.5		94	3,839		$ 10,350,000	2.20%	$ 4,420	$ 53,035	$ 5,195	$ 62,338	$ 9,614	$ 115,373
28	7D	2,468	3/3.5			2,468		$ 6,025,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
29	8A	2,888	4/4.5		206	3,094	11	$ 7,995,000	1.71%	$ 3,447	$ 41,368	$ 4,052	$ 48,625	$ 7,499	$ 89,993
30	8B	2,910	3/3.5			2,910	18	$ 7,650,000	1.70%	$ 3,413	$ 40,953	$ 4,011	$ 48,137	$ 7,424	$ 89,090
31	8C	3,745	5/5.5		150	3,895		$ 10,600,000	2.21%	$ 4,436	$ 53,232	$ 5,214	$ 62,570	$ 9,650	$ 115,801
32	8D	2,468	3/3.5			2,468		$ 6,100,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
33	9A	2,888	4/4.5			2,888	11	$ 7,975,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
34	9B	2,898	3/3.5		33	2,931	18	$ 7,800,000	1.69%	$ 3,408	$ 40,900	$ 4,006	$ 48,075	$ 7,415	$ 88,975
35	9C	3,745	5/5.5		94	3,839		$ 10,650,000	2.20%	$ 4,420	$ 53,035	$ 5,195	$ 62,338	$ 9,614	$ 115,373
36	9D	2,468	3/3.5			2,468		$ 6,175,000	1.44%	$ 2,894	$ 34,733	$ 3,402	$ 40,825	$ 6,296	$ 75,558
37	10A	2,888	4/4.5			2,888	11	$ 8,100,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
38	10B	2,672	3/3.5	189		2,861	16	$ 7,450,000	1.59%	$ 3,189	$ 38,268	$ 3,748	$ 44,981	$ 6,937	$ 83,250
39	10C	2,970	4/4.5	464	94	3,528	14	$ 9,450,000	1.81%	$ 3,647	$ 43,761	$ 4,286	$ 51,437	$ 7,933	$ 95,197
40	10D	2,456	3/3.5	333		2,789	26	$ 7,350,000	1.48%	$ 2,978	$ 35,735	$ 3,500	$ 42,004	$ 6,478	$ 77,739

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION

December 1, 2021 to November 30, 2022

378 West End Avenue
New York, NY 10024

	Unit	Approximate Interior SF	Bdrms/ Baths	Terrace SF	Balcony SF	Total Sq. Ft.	Approximate Uninhabitable Space SF (Footnote 1)	Offering Price	Percentage Interest in Common Elements (Footnotes 2,3)	Estimated Common Charges for 1st Year		Estimated Real Estate Taxes for 1st Year (Footnote 4)		Total Estimated Carrying Charges for 1st Year	
										Monthly	Annual	Monthly	Annual	Monthly	Annual
41	11A	2,888	4/4.5			2,888	11	$ 8,225,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
42	11B	2,489	3/3.5	161		2,650	16	$ 7,100,000	1.47%	$ 2,966	$ 35,595	$ 3,487	$ 41,838	$ 6,453	$ 77,433
43	11C	2,970	4/4.5		94	3,064	14	$ 8,675,000	1.75%	$ 3,511	$ 42,128	$ 4,127	$ 49,518	$ 7,637	$ 91,646
44	11D	2,382	3/3.5			2,382	26	$ 6,500,000	1.39%	$ 2,794	$ 33,522	$ 3,284	$ 39,403	$ 6,077	$ 72,925
45	12A	2,888	4/4.5			2,888	11	$ 8,450,000	1.68%	$ 3,387	$ 40,643	$ 3,981	$ 47,773	$ 7,368	$ 88,416
46	12B	2,489	3/3.5			2,489	16	$ 6,950,000	1.45%	$ 2,919	$ 35,028	$ 3,431	$ 41,173	$ 6,350	$ 76,201
47	12C	2,970	4/4.5		94	3,064	14	$ 8,950,000	1.75%	$ 3,511	$ 42,128	$ 4,127	$ 49,518	$ 7,637	$ 91,646
48	12D	2,382	3/3.5			2,382	26	$ 6,650,000	1.39%	$ 2,794	$ 33,522	$ 3,284	$ 39,403	$ 6,077	$ 72,925
49	14B	2,163	3/3			2,163		$ 6,275,000	1.26%	$ 2,537	$ 30,440	$ 2,982	$ 35,780	$ 5,518	$ 66,220
50	14C	2,854	4/4.5		94	2,948	13	$ 8,850,000	1.68%	$ 3,375	$ 40,496	$ 3,967	$ 47,599	$ 7,341	$ 88,095
51	14D	2,091	3/2.5			2,091	27	$ 5,800,000	1.22%	$ 2,452	$ 29,427	$ 2,882	$ 34,589	$ 5,335	$ 64,016
52	15A	7,485	6/7.5	997		8,482	21	$ 25,950,000	4.52%	$ 9,070	$ 108,845	$ 10,662	$ 127,939	$ 19,732	$ 236,784
53	15B	1,709	2/2.5			1,709	12	$ 4,575,000	1.00%	$ 2,004	$ 24,051	$ 2,356	$ 28,270	$ 4,360	$ 52,321
54	15C	3,133	5/4.5		94	3,227	12	$ 10,350,000	1.84%	$ 3,702	$ 44,422	$ 4,351	$ 52,214	$ 8,053	$ 96,636
55	16A	4,104	5/5.5	1,724		5,828	27	$ 16,500,000	2.64%	$ 5,318	$ 63,822	$ 6,251	$ 75,017	$ 11,570	$ 138,839
56	16B	2,461	3/3.5	625		3,086	11	$ 9,450,000	1.53%	$ 3,069	$ 36,833	$ 3,608	$ 43,294	$ 6,677	$ 80,127
57	PHB	3,220	4/3.5	1,113		4,333	14	$ 11,950,000	2.04%	$ 4,103	$ 49,231	$ 4,822	$ 57,868	$ 8,925	$ 107,099
58	PHA	6,169	5/5.5+.5	1,326	8	7,503	36	$ 26,000,000	3.80%	$ 7,626	$ 91,511	$ 8,964	$ 107,563	$ 16,590	$ 199,074
Totals		**168,945**		**8,887**	**1,431**	**179,263**	**609**	**$ 480,450,000**	**100.00%**	**$ 201,158**	**$ 2,413,893**	**$ 236,445**	**$ 2,837,334**	**$ 437,602**	**$ 5,251,227**

Footnotes

1. The square footage of mechanical closets within the units is referenced as the Approximate Uninhabitable Space SF. This square footage is included in the Approximate Interior SF. Uninhabitable space may not be legally used as a bedroom or living room and doing so may result in a building code violation for the building.

2. The calculation for the Percentage Interest in Common Elements includes the total square footage of the Approximate Interior Area of the Unit plus 25% of the total square footage of the Terrace/Balcony.

3. Unit 1A is the Superintendent's Unit.

4. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete. See the tax opinion letter in the Offering Plan for more information.

5. Purchaser will be obligated to pay the New York City Real Property Transfer Tax and the New York State Documentary Stamp Tax which is a statutory obligation of the Sponsor.

378 West End Avenue
New York, NY 10024

Schedule A-1

Parking Spaces, Storage Cages, and Storage Rooms

Parking Spaces

Parking Space Number	Purchase Price	Monthly License Fee
1	$ 550,000	$100
2	$ 550,000	$100
3	$ 550,000	$100
4	$ 550,000	$100
5	$ 550,000	$100
6	$ 550,000	$100
7	$ 550,000	$100
8	$ 550,000	$100
9*	$ 550,000	$100

* Handicapped parking space

Storage Cages

Storage Cage Number	Approximate Square Footage	Purchase Price
1	40	$ 60,000
2	28	$ 42,000
3	25	$ 37,500
4	25	$ 37,500
5	25	$ 37,500
6	25	$ 37,500
7	25	$ 37,500
8	20	$ 30,000
9	20	$ 30,000
10	20	$ 30,000
11	20	$ 30,000
12	25	$ 37,500
13	25	$ 37,500
14	23	$ 34,500
15	24	$ 36,000
16	25	$ 37,500
17	25	$ 37,500
18	25	$ 37,500
19	25	$ 37,500
20	25	$ 37,500

378 West End Avenue
New York, NY 10024

Schedule A-1

Parking Spaces, Storage Cages, and Storage Rooms

Storage Cage Number	Approximate Square Footage	Purchase Price
21	23	$ 34,500
22	24	$ 36,000
23	25	$ 37,500
24	25	$ 37,500
25	25	$ 37,500
26	41	$ 61,500
27	41	$ 61,500
28	20	$ 30,000
29	20	$ 30,000
30	20	$ 30,000
31	20	$ 30,000
32	20	$ 30,000
33	20	$ 30,000
34	20	$ 30,000
35	20	$ 30,000
36	25	$ 37,500
37	25	$ 37,500
38	20	$ 30,000
39	25	$ 37,500
40	25	$ 37,500
41	20	$ 30,000
42	25	$ 37,500
43	43	$ 64,500
44	24	$ 36,000
45	25	$ 37,500
46	25	$ 37,500
47	24	$ 36,000
48	24	$ 36,000
49	25	$ 37,500
50	24	$ 36,000
51	20	$ 30,000
52	20	$ 30,000
53	20	$ 30,000
54	41	$ 61,500
55	28	$ 42,000
56	38	$ 57,000
57	20	$ 30,000
58	20	$ 30,000

378 West End Avenue
New York, NY 10024

Schedule A-1

Parking Spaces, Storage Cages, and Storage Rooms

Storage Rooms

Storage Room Number	Approximate Square Footage	Purchase Price
1	84	$ 96,600
2	103	$ 118,450

Notes to Schedule A

1. Unit Plans depicting layouts of 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 Floor Plans set forth in Part II of the Plan is approximate. The square footage of each Unit consists of an area measured horizontally from the outside face of the exterior walls of the Building to (a) the center line of drywall or masonry partitions separating one Unit from another unit, (b) the corridor side of any corridor walls, (c) the external unit side of masonry partitions enclosing any common element stairs, (d) the external side of any common element shafts, elevators and other mechanical equipment spaces or common elements, and (e) the centerline of drywall or masonry partitions enclosing mechanical shafts shared between two Units; provided however, that (i) structural slabs, columns, mechanical pipes, shared between two Units, and (ii) common hallways on the floors of full floor units shall not be deducted from the measurement of such Units. Each Unit is measured vertically from the top of the concrete floor to the underside of the concrete slab, but not including such common elements as described above. The dimensions and square footages provided exceed the true measurements of the square footage. Columns and mechanical pipes and chases, and elevators (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. Purchasers should note that the actual square footage is greater than the usable square footage. The measurements are not based upon measurements from interior surfaces or interior walls and that the actual area comprising the unit is significantly less than the area listed in Schedule A. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for rehabilitated condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York and may change upon remeasurement. Units 2B, 2C, 4C, 5C, 6C, 7B, 7C, 8A, 8C, 9B, 9C, 10B, 10C, 10D, 11B, 11C, 12C, 14C, 15A, 15C, 16A, 16B, PHB, and PHA have use of Limited Common Elements. Floor Plans for all Units are included in Part II of the Plan. The mechanical closets within certain Units are uninhabitable space and cannot legally be used as a bedroom or a living room and using such uninhabitable spaces as a bedroom or a living room may result in building code violations for the Building. All dimensions shown on Unit Floor Plans are approximate and subject to square footage and construction variations, including alterations necessitated by structural or mechanical changes performed during renovation, in the Sponsor's sole and absolute discretion. However, Sponsor may not make a unilateral change in the layout and size of a Unit Floor Plan 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 adverse change will be made in the quality of common elements.

2. The purchase prices and other terms of sale of all Units may be negotiated by Sponsor and, therefore, may be changed. 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. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

3. (a) The respective Percentage Interest of each Unit in the General 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 General Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Units and such changes involves the inclusion, in the Unit, of areas formerly designated as General Common Elements, or involves adding to the General Common Elements, space that was previously incorporated in the Units, the General Common Elements of all of the Units may change slightly. 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 common elements.

(b) The percent interest of each Unit in the General Common Elements is apportioned in the same proportion that the Common Interest of such Unit bears to the aggregate Common Interests of all Units.

(c) All equipment and materials installed will require maintenance and cleaning at least twice per year from the date of the First Closing and in accordance with the manufacturers' specifications at the cost of the Unit Owners or the Condominium. Purchasers should note that each HVAC unit will need to be cleaned and its filters changed on a regular basis at Purchaser's sole cost and expense. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to Unit Owners or the Condominium with respect to the maintenance of equipment.

4. The estimates contained in this schedule were computed by Douglas Elliman Property Management, Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from December 1, 2021 through November 30, 2022 and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Building for the projected year. The actual first year of Condominium operation may be earlier or later than such year. 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 projections in the aggregate exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind

for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Common Charges for each Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation prepared by Sponsor's Condominium Budget Expert. The estimated monthly Common Charges include the cost of heating for the Units. Each individual Unit is provided with incremental HVAC heating/air conditioning units which should be cleaned and maintained at least twice per year by the individual Unit Owner or the Condominium. The maintenance and operating cost of the HVAC units are borne by the individual Unit Owners. Please refer to Schedule B-i "Energy Costs Projection" from WSP, for further information regarding estimated energy costs. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes for such Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately submetered and payable by the Unit Owner to the Condominium Board (or alternatively, directly metered for each Unit Owner), the insurance which must be carried by each Unit Owner with respect to liability and casualty to the contents of the Unit and the cost of interior repairs and decorations to the 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 Building are Common Expenses which will be borne solely by the Unit Owners. The first year of operation may include a portion of the year in which the Buildings are not fully occupied, or all services are not provided. Accordingly, the first year of operation may not be indicative of subsequent years.

5. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, or subject to, any lien arising from the non-payment of, nor will the Unit be subject to, any lien arising from non-payment of taxes on other units. In the event that the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six-month period following the first closing. Alternatively, the Sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold units for such six-month period and may collect at each unit closing the estimated amount of taxes attributable to such unit for the balance of the six-month period. The Board of Managers will pay the real estate taxes from any escrow account when taxes are due and payable, and the funder of any escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment. No escrow will be required if the condominium by-laws include as part of the common expenses, real estate taxes on the property until units are separately assessed and after assessment unit owners will be reimbursed for any overpayment of taxes or assessed for an underpayment.

It is estimated that the aggregate real estate taxes attributable to all Unit Owners for the first year of Condominium operation will total approximately $2,837,334, based on an

opinion prepared by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP, 6 East 45th Street, New York, New York 10017 dated September 4, 2019 which assumes (a) an average projected actual assessed valuation attributable to the Property of $18,000,000 for the period December 1, 2021 – June 30, 2022 and $28,000,000 for the period July 1, 2022 – November 30, 2022 and (b) a projected tax rate of 12.8% per $100 of assessed valuation for each of those periods.

Estimated Initial Budget Year Real Estate Taxes	$2,837,334
Estimated Post Construction Real Estate Taxes	$3,584,000

The taxes during the second year of operation, and subsequent years will also be substantially higher than the taxes during the first year of operation. Prospective purchasers should be aware that the taxes projected for the initial budget year are temporarily and artificially low. The opinion prepared by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP included in the Plan sets forth the projection for real estate taxes in the second year of operation.

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. The opinion prepared by Tuchman, Korngold, Weiss, Liebman & Gelles, LLP included in the Plan sets forth the calculation for Unit assessments.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Unit assessments on the basis of each Unit's percentage interest in the General Common Elements; (ii) that the actual assessed value of the Property during the fiscal tax years 2021/2022 and 2022/2023 will be $18,000,000 and $28,000,000 respectively. Neither Sponsor, Selling Agent, nor any of their principals, managers, members, agents, designees, employees or affiliates make any warranties or guaranties of any real estate taxes to be assessed against the Unit as they have relied on the opinion of its counsel in making such estimates.

Purchasers are advised that the projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building before construction is complete. Purchasers should be aware that the real estate taxes may increase materially when the Building is reassessed after construction is complete.

Please note, 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 (Part I) C.B. 300. Notwithstanding the foregoing, the Tax Cuts and Jobs Act of 2017 restricts the amount of deductions.

See the Section entitled the Tax Opinion of Schwartz Sladkus Reich Greenberg Atlas LLP in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Unit and the recent deductibility cap placed on said deduction.

The projected tax deduction (where applicable) may vary in future years due to changes in the interest rate on the Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property.

NEITHER SPONSOR, SELLING AGENT NOR ANY OF THEIR PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES NOR THE SELLING AGENT OR ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, THE TAX RATE, OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

SCHEDULE B

PROJECTED BUDGET FOR
FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE B

378 West End Avenue
New York, NY 10024

PROJECTED BUDGET FOR FIRST YEAR OF OPERATIONS FOR RESIDENTIAL CONDOMINIUM UNITS DECEMBER 1, 2021 THROUGH NOVEMBER 30, 2022

PROJECTED INCOME

Common Charges - Residential	$2,413,893.00	**(1)**
Parking Charges	10,800.00	**(2)**
TOTAL PROJECTED INCOME	**$ 2,424,693.00**	

PROJECTED EXPENSES

Labor	$ 628,390.00	**(3)**
Gas	$ 274,053.00	**(4)**
Electricity	$ 394,267.00	**(5)**
Water and Sewer	$ 56,542.00	**(6)**
Repairs, Maintenance & Supplies	$ 75,000.00	**(7)**
Service Contracts	$ 150,691.00	**(8)**
Insurance	$ 86,500.00	**(9)**
Pool and Concierge Costs	$ 289,700.00	**(10)**
Management Fees	$ 52,500.00	**(11)**
Legal Fees and Audit Fees	$ 25,000.00	**(12)**
Superintendent's Unit Costs	$ 131,550.00	**(13)**
Miscellaneous Expenses	$ 15,000.00	**(14)**
Contingency	$ 25,000.00	**(15)**
Reserve	$ 220,500.00	**(16)**
TOTAL PROJECTED EXPENSES	**$2,424,693.00**	**(17)**

NOTE: THE ACCOMPANYING NOTES, WHICH FOLLOW THIS SCHEDULE B ARE AN INTEGRAL PART HEREOF AND SHOULD BE READ IN CONJUNCTION HEREWITH.

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

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements for fifteen (15) days and have their deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

NOTES TO SCHEDULE B

PROJECTED INCOME

(1) Common Charges ($2,413,893.00)

The projected Common Charges to be collected from Residential Unit Owners during the first projected year of operation of the Residential Condominium Units are based upon the assumption that the first year of operation of the Residential Condominium units will be the twelve months commencing December 1, 2021 and ending November 30, 2022. The actual first year of operation may be earlier or later.

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

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements for fifteen (15) days and have their deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

(2) Parking Charges ($10,800.00) The Condominium will have nine parking spaces. Monthly, a fee of $100 will be charged.

PROJECTED EXPENSES:

(3) Labor ($628,390.00): The Residential Condominium units will have doorman service, available 24 hours per day, 7 days per week, a full time (40 hours per week) resident superintendent and 2 porters to staff the building.

The annual cost is estimated at $628,390 computed as follows:

Superintendent payroll costs	$116,350
Doormen and Porters	499,740
Payroll fees and other costs	6,000
Uniforms	6,300
Total	$628,390

With respect to the full time superintendent, the cost is estimated at $116,350, as follows:

Wages	$93,500

Taxes and Benefits		
FICA, employer share	7,150	
State disability and worker's comp	5,200	
Unemployment Insurance	500	
Benefits	10,000	
Sub-Total		22,850
Total		$116,350

With respect to the 24 hour per day, 7 days a week doorman services and porter services, the cost is estimated as follows:

Wages (including vacation time, sick time) (at $24 per hour)		$376,320
Taxes		
FICA, employer share	28,800	
State disability and worker's comp	21,120	
Benefits	70,000	
Unemployment insurance	3,500	
Sub-Total		123,420
Total		$ 499,740

In addition, the cost of doorman uniforms is estimated at $6,300.

The employees will be non-union.

The level of staffing described herein complies with all applicable housing and labor laws

(4) Gas for Cooking, Dryers, Heating, Domsetic Hot Water and Emergency Generator ($274,053.00): The budget amount is based upon information, dated September 13, 2019, provided by WSP USA Buildings Inc., One Penn Plaza, New York, New York 10119. Residential cooking, dryers, heating, domestic hot water and the residential emergency generator for the Residential Condominium units will be fueled by gas. The budgeted amount for the first year of operation is based on a projected total consumption of 203,002 therms.

Gas ranges	16,236 therms
Commercial Dryers	5,953 therms
Heating & hot water	180,259 therms
Emergency generator	554 therms
Total	203,002 therms

At a cost of $1.35 per therm, the projected cost for the first year of operation for the Residential Condominium units including sales tax and increases over current costs is $274,053.

It is not possible to predict whether the budget figure will reflect the actual cost of gas to be incurred during the Residential Condominium units operation or whether the usage will vary with the level of consumption. Further, consumption will be affected by the severity of the weather, conservation measures (such as staggering hours of heating, lowering the temperatures of the hot water, etc.), 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 fuel 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 fuel rate increase.

(5) Electricity ($394,267.00): The budget amount for electricity is based upon information, dated September 13, 2019, provided by WSP USA Buildings Inc., One Penn Plaza, New York, New York 10119. The projected electricity expenses for the first year of Condominium operation for common residential areas are based on consumption estimates of 1,792,120 kilowatt-hours per year.

At the average summer and winter rate of $0.22 per kilowatt-hour, the projected cost for the first year of operation for Residential Condominium uses including sales tax and an increase over current costs is $394,267.

The projection for electricity expense is for common residential use, includes all electricity supplied to the Common Areas, but does not include electricity consumed in individual Units, each of which will be sub-metered. The estimate includes the cost of electricity supplied to the Common Elements, including the operation of such items as elevators, building motors, exhaust fans, and lighting for corridors, elevator lobbies and stairways.

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 Budget is intended 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 Residential Condominium units 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 operation for Residential Condominium units. However, no budget item is warranted. See "Schedule B-1" for the projected cost of providing electricity to the individual Units.

(6) Water Charges and Sewer Rents ($56,542.00): The budget amount for water and sewer costs is based upon information, dated September 13, 2019, provided by WSP USA Buildings Inc., One Penn Plaza, New York, New York 10119. The Residential Units and the Common Elements are metered for water consumption. Based upon projected residential consumption of 2,628,000 gallons and 3,195,000 gallons to be supplied to the cooling tower per year at the rate charged by New York City, for the period July 1, 2019 to June 30, 2020, of $0.1033 per cubic foot escalated to $.1096 per cubic foot or $56,542.

(7) Repairs, Maintenance and Supplies ($75,000.00): The budget figure for repairs, maintenance and supplies is based on the normal maintenance and repairs of interior common areas of the building, the painting of public halls and Common Elements, the exterior of the building (including walls), the plumbing and electrical systems, the heating system (including pipes and control devices regulating distribution in the building) and the purchase of normal items, such as cleaning supplies and materials, lubricants, bulbs, public area fixtures, general and hardware supplies and rubbish compactor bags. Unit Owners will be responsible for the cost of the interior repairs in, and decoration and painting of, their respective Units, including appliances. The amount budgeted is calculated based on Douglas Elliman Property Management's previous management experience in managing newly constructed Buildings of comparable size, quality and amenities during a typical Residential Condominium units first year of operations.

The budgeted number does not include repairs, painting, maintenance or supplies for individual Units, which are the responsibility of the individual Unit Owners.

(8) Service Contracts ($150,691.00): Includes the cost for the following service contracts:

Fire Alarm Transmitter and Central Station Signaling System: $1,202 per annum pursuant to a proposal from AFA Protective Systems, Inc., with offices at 519 Eighth Avenue, New York, NY 10018 to the Condominium. The proposal is for $1,104 per annum plus 8.875% sales tax.

Sprinkler Inspection & Maintenance Service: $4,573 per annum pursuant to a proposal from New York Plumbing Heating Cooling Corp. with offices at 87-71 Lefferts Boulevard, Richmond Hill, NY 11418 to the Condominium. The proposal is for $4,200 per annum plus 8.875% sales tax.

Elevator Service: $80,000 (including sales tax) per annum pursuant to an estimate from the Elevator Consultant, to the Condominium.

Extermination Service: $3,854 per annum pursuant to a proposal from Liberty Pest Control, with offices at 8220 17th Avenue, Brooklyn, NY 11214 to the Condominium. The proposal is for $295 per month plus 8.875% sales tax.

Window Cleaning: $24,932 per annum pursuant to a proposal from Apple Window Cleaning Inc. with an address of P.O. Box 212, New York, NY 10113 to the Condominium. The proposal is for $22,900 plus 8.875% sales tax for personnel and supplies for one cleaning a year. This price includes the cleaning of the exterior of all residential windows cleaned from interior of the building.

Landscaping: $26,130 per annum pursuant to a proposal from Future Green Studio with an address 18 Bay Street, Brooklyn, NY 11231 to the Condominium. The proposal is for $24,000 plus 8.875% sales tax to maintain the exterior landscaping on the sidewalk and in the Garden Terrace.

In addition, services contracts with respect to the following are projected based on the experience of the Sponsor's Budget Expert in operating similar buildings.

HVAC system maintenance	$5,000
Emergency generator	$2,000
Sub-metering	$3,000

The Sponsor reserves the right to enter into service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium at commencement of Condominium operation. However, the Sponsor may not enter into any binding service or maintenance contract that will materially increase the first year's Common Expenses or that would be binding on the Condominium for more than two (2) years, unless disclosed in the Plan or in an amendment thereto or featuring a cancellation provision.

(9) Insurance ($86,500.00) Based on a proposal dated October 3, 2019, by Fillmore Agency Inc, 3128 Avenue L, Brooklyn, NY 11229

Property Coverage	
Building – All Risk (Deductible - $10,000) Agreed Amount/Replacement Cost	$90,000,000
Demolition & Increase cost of renovation	$2,500,000

Flood	$2,500,000
Flood Deductible	$5,000
Earthquake	$2,500,000
Earthquake Deductible	$5,000
Comprehensive General Liability	
General Liability	$2,000,000
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Fire Damage Legal Liability	$300,000
Medical Payments – each person	$10,000
Hired & Non-owned Auto Liability	$1,000,000
Directors & Officers Liability (Deductible $2,500)	$1,000,000
Employee Dishonesty	$1,000,000
Deductible	$1,500
Umbrella	$50,000,000
PROJECTED ANNUAL COST (BUDGET)	$86,500

The total premium for the coverage set forth above is projected to be $86,500.00. This estimate, however, is subject to inspection and subject to rates in effect on the day of enactment of the insurance policies.

Fire and casualty insurance includes coverage for damage to all Common Elements, including, without limitation, damage to all walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor) as finished by the Sponsor.

The coverage described herein will provide:

- each unit owner is an additional insured as respects common areas
- there will be no cancellation without notice to the Condominium Board
- a waiver of subrogation as respects Unit Owners
- a waiver of invalidity because of the acts of the insured and Unit Owners
- a waiver of pro rata reduction if Unit Owners obtain additional coverage

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 the Units or the fixtures, furniture and improvements contained therein by Sponsor as described in said "Description of Property and Specifications" appearing in Part II of this Plan.

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.

PURCHASERS AND UNIT OWNERS WILL BE REQUIRED TO OBTAIN THEIR OWN INSURANCE FOR RISKS OF LIABILITY AND FIRE AND CASUALTY LOSSES TO THEIR OWN PROPERTY WITHIN THE RESIDENTIAL UNITS.

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. HOWEVER, THE AMOUNT OF INSURANCE, WHICH WILL BE IN EFFECT ON THE CLOSING DATE, SHOULD BE SUFFICIENT TO PREVENT THE IMPOSITION OF ANY COINSURANCE FACTOR IN THE EVENT OF PARTIAL LOSS.

In recent years, premiums for insurance (especially fire and liability insurance) have increased significantly. Although the projection is believed to be reasonable, prospective Owners 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."

(10) Pool and Concierge Costs ($289,700.00): The Residential Condominium units intend to engage the services of a residential amenity service company to provide concierge services, pool attendant services and certified pool operations. The concierge services, through front of house coverage, will be available 40 hours a week, Monday-Friday; for restaurant and nightlife reservations, arranging transportation, interior design and home improvement services, gifting and personal shopping, private and commercial air bookings, wellness and fitness coordination, child and pet care service, housekeeping and garment care, personal event planning, etc.

The pool services will include: provide lifeguards (80 hours a week), general cleaning of the pool area, water testing, and pool maintenance all in compliance with health department standards.

The projected cost, based on a proposal obtained from LIVunLtd, 9 East 40th Street, New York, New York 10016, for the first year of Residential Condominium units operations for the Concierge and pool operations is currently projected at $289,700.

(11) Management Fees ($52,500.00): The Residential Condominium units will be managed by Douglas Elliman Property Management, pursuant to a management contract, which will commence on the date of the First Unit Closing at an annual base compensation of $52,500.00, payable in equal monthly installments. This firm has considerable experience in the management of residential properties in New York City. Services of the Managing Agent shall commence upon the conveyance of title by the Sponsor of the first Unit in the residential Condominium. The Managing Agent is unaffiliated with Sponsor. In addition, the Managing Agent will charge individual Unit Owners for services required in processing each application for the sale or lease of a Unit.

The Managing Agent's fee for the first year of Residential Condominium units operation is comparable to the "going rate" for similar services in comparable buildings.

(12) Legal Fees and Audit Fees ($25,000.00): The budgeted amount for accounting services with respect to the Residential Condominium units' initial year is based upon a letter, dated October 2, 2019, from CohnReznick LLP, Certified Public Accountants, 1301 Avenue of the Americas, New York, New York 10019. The letter indicates a fee quotation of $15,000.00 for preparation of year-end financial statement and tax returns, for the Board of Managers.

The balance of the budgeted amount, $10,000.00, is an estimate for miscellaneous legal services provided to the Residential Condominium units in connection with normal business operations. The aforesaid amount does not cover the cost of any extraordinary services or litigation.

(13) Superintendent's Unit Costs ($131,550.00): The Condominium will purchase on behalf of the Residential Unit Owners Unit 1A for the use by the Superintendent at the price of $2,150,000. The Sponsor will provide a mortgage for the entire price for a term of five years at an annual interest rate of 4.5% fixed, with a default rate of interest at the maximum rate permitted by law. The default rate of interest will only be charged if the Condominium Board fails to make monthly payments to Sponsor under the terms of the loan. The monthly payment will be interest-only in the amount of $8,062.50 per month, $96,750 per year. At the end of the five-year period, the full principal balance of $2,150,000 will come due. If the mortgage cannot be refinanced, it will require a full assessment to be proportionally borne solely by from the Residential Unit Owners.

In addition to the monthly mortgage payments, the budgeted amount includes

charges of $17,200 per year for real estate taxes, an estimated annual cost of $3,000 cost for phone and other items and annually $14,600 for common charges.

All closing costs and other expenses related to the purchase of the Superintendent's Unit, including but not limited to the transfer taxes, mortgage recording tax, loan origination fee and title insurance will be paid by the Condominium. These sums can be paid from the working capital fund or financed and paid at closing or by note to the Sponsor, due in one year at 4.5% interest.

The annual costs of owning and operating the Superintendent's Unit are estimated as follows:

Interest	$96,750
Common Charges	14,600
Real Estate Taxes	17,200
Phone and Other Expenses	3,000
Total	$131,550

(14) Miscellaneous Expenses ($15,000.00): The budgeted amount includes

Telephone expenses	$2,000
City licenses, permits and filing fees	3,000
Cost of printing and postage for notices and information from the Board of Managers	2,000
Office supplies, miscellaneous expenses	2,000
Holiday decorations	1,000

In addition, this item includes fees to the Managing Agent to prepare the needed filings and follow up with respect to New York City filings for: the real estate tax rebate program (if extended beyond June 30, 2021), fire and safety notices, window guard notices, and lead based paint compliance if applicable, in the amount of $5,000.

(15) Contingency ($25,000.00): Every reasonable effort has been made to prepare an accurate and realistic budget for the operations of the Residential Condominium units. Nevertheless, unforeseen circumstances can have an adverse impact on the Residential Condominium units operations. Particularly volatile are the prices of utilities to be provided to the Building. Water & Sewer Charges are difficult to estimate in advance. Repairs and maintenance may be required at any time. For these reasons, it is prudent to add a contingency reserve. The contingency fund is intended to provide for any unanticipated expenses and is to be used at the discretion of the Board of Managers. In the event that these funds are not expended, they shall be added to the Working Capital account.

In the event that the actual first year of operation of the Residential Condominium

units begins later than the projected commencement date of December 1, 2021 as shown on this schedule, the additional operating costs could exceed this amount. The reserve for contingencies does not include a reserve for major capital replacements.

(16) Reserve for Capital Expenditures and Operating Expenses ($220,500.00): A fund is being established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects and operating expenses ("Reserve Fund"). Purchasers shall contribute at Closing to the Working Capital Fund, payable to the Board of Managers, in the sum of two months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Reserve Fund will be funded through Common Charges. The budgeted figure does not include these initial contributions. The Board of Managers, 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 Fund line item in the Condominium's annual budget. It is anticipated that the reserve fund 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 and any operating expense. No representation or warranty is made that the Reserve 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.

To fund the Reserve Fund, 10% of annual operating expenses of the Residential Condominium units will be added as an annual charge.

(17) Total Projected Expenses ($2,424,693.00): The budget for the year from December 1, 2021 through November 30, 2022 is based on the estimates and projections 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 Board of Managers.

The foregoing budget, however, is not intended and should not be taken as a guarantee by anyone that the income or expenses for any year of operation of the Residential Condominium units will be as set forth in said Budget, and it is likely that the actual maintenance charges and expenses will vary from the amounts shown in the budget.

IN THE OPINION OF DOUGLAS ELLIMAN PROPERTY MANAGEMENT, SET FORTH IN "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET,", THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (WHICH HAVE BEEN ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS

SIMILARLY SITUATED) TO MEET THE EXPENSES OF OPERATION OF RESIDENTIAL CONDOMINIUM UNITS, FOR THE YEAR COMMENCING December 1, 2021. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR ANY 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 RESIDENTIAL CONDOMINIUM UNITS OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE PROJECTED BUDGET. THE BOARD OF MANAGERS HAS THE RIGHT TO ENTER INTO THE SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON CURRENT AND FUTURE RESIDENTIAL CONDOMINIUM OPERATION.

SCHEDULE B-1

ESTIMATED UTILITY EXPENSES FOR UNITS

August 17, 2020

Mr. Richard Cook
COOKFOX Architects
11 Broadway, 17th Floor
New York, NY 10004

Re: 378 West End Avenue: Condo Unit Electricity Cost
WSP Project No. N18.10574.00

Dear Richard:

We have prepared estimated annual electric energy cost for lighting, receptacles, operating the typical electrical appliances, heating and air conditioning within each condo residential unit.

The estimated average KWH per year per square foot and annual cost of electricity per square foot used by individual residential units are 5.694 KWH/sf/year at $3.03 per sf, based on a Con Edison rate of $0.23 per KWH for 2020, which includes a 3% increase from the current rate to account for inflation. The following table sets forth the estimated annual costs of electricity for typical residential units. These costs of energy consumptions are inclusive power and lighting in each apartment electronically sub-metered.

Condo Residential Unit Rate:

UNIT	# BED ROOMS	APPROX. UNIT SQ. FT.	% of SF	H+C LOADS (KWH/YR)	KWH/YR	KWH/SF/ Year	Cost/Apt/YR	Cost/ SF	Unit Breaker Size (amperage @208V)	Unit Quantity of Active Circuits
AP-1-A	2	1,037	0.61%	8357	14261	5.694	$3,280.11	$3.16	2P/125A	23
AP-1-B	1	898	0.53%	7237	12350	5.694	$2,840.44	$3.16	2P/100A	21
AP-1-C	1	995	0.59%	8018	13684	5.694	$3,147.26	$3.16	2P/100A	22
AP-2-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-2-B	4	3,304	1.96%	26625	45438	5.694	$10,450.81	$3.16	2P/175A	38
AP-2-C	5	4,214	2.49%	33959	57953	5.694	$13,329.22	$3.16	3P/175A	46
AP-2-D	3	2,428	1.44%	19566	33391	5.694	$7,679.96	$3.16	2P/150A	33
AP-2-E	2	1,567	0.93%	12628	21550	5.694	$4,956.54	$3.16	2P/125A	25
AP-3-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-3-B	4	3,349	1.98%	26988	46057	5.694	$10,593.15	$3.16	2P/175A	38
AP-3-D	3	2,501	1.48%	20154	34395	5.694	$7,910.86	$3.16	2P/150A	34
AP-3-E	2	1,567	0.93%	12628	21550	5.694	$4,956.54	$3.16	2P/125A	25
AP-4-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-4-B	4	3,384	2.00%	27270	46539	5.694	$10,703.86	$3.16	2P/175A	38
AP-4-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-4-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31

WSP USA
One Penn Plaza
New York, NY 10119

Tel.: +1 212 465-5000
Fax: +1 212 465-5096
wsp.com

Richard Cook
COOKFOX Architects
WSP Project No. N18.10574.00
378 West End Avenue: Condo Unit Electricity Cost
August 17, 2020

UNIT	# BED ROOMS	APPROX. UNIT SQ. FT.	% of SF	H+C LOADS (KWH/YR)	KWH/YR	KWH/SF/ Year	Cost/Apt/YR	Cost/ SF	Unit Breaker Size (amperage @208V)	Unit Quantity of Active Circuits
AP-5-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-5-B	4	3,384	2.00%	27270	46539	5.694	$10,703.86	$3.16	2P/175A	38
AP-5-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-5-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31
AP-6-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-6-B	4	3,384	2.00%	27270	46539	5.694	$10,703.86	$3.16	2P/175A	38
AP-6-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-6-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31
AP-7-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-7-B	3	2,910	1.72%	23450	40020	5.694	$9,204.56	$3.16	2P/175A	38
AP-7-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-7-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31
AP-8-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-8-B	3	2,910	1.72%	23450	40020	5.694	$9,204.56	$3.16	2P/175A	37
AP-8-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-8-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31
AP-9-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-9-B	3	2,898	1.72%	23354	39855	5.694	$9,166.60	$3.16	2P/175A	37
AP-9-C	5	3,745	2.22%	30179	51503	5.694	$11,845.73	$3.16	2P/175A	41
AP-9-D	3	2,468	1.46%	19888	33941	5.694	$7,806.48	$3.16	2P/125A	31
AP-10-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-10-B	3	2,665	1.58%	21532	36747	5.694	$8,451.75	$3.16	2P/175A	37
AP-10-C	4	2,970	1.76%	23934	40845	5.694	$9,394.34	$3.16	2P/175A	38
AP-10-D	3	2,456	1.45%	19792	33776	5.694	$7,768.52	$3.16	2P/150A	34
AP-11-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/150A	35
AP-11-B	3	2,482	1.47%	20058	34230	5.694	$7,872.90	$3.16	2P/150A	33
AP-11-C	4	2,970	1.76%	23934	40845	5.694	$9,394.34	$3.16	2P/175A	36
AP-11-D	3	2,382	1.41%	19195	32758	5.694	$7,534.45	$3.16	2P/150A	33
AP-12-A	4	2,888	1.71%	23273	39717	5.694	$9,134.97	$3.16	2P/175A	37
AP-12-B	3	2,482	1.47%	20058	34230	5.694	$7,872.90	$3.16	2P/175A	35
AP-12-C	4	2,970	1.76%	23934	40845	5.694	$9,394.34	$3.16	2P/175A	36
AP-12-D	3	2,382	1.41%	19195	32758	5.694	$7,534.45	$3.16	2P/150A	33
AP-14-B	3	2,157	1.28%	17431	29747	5.694	$6,841.74	$3.16	2P/150A	32
AP-14-C	4	2,854	1.69%	22999	39250	5.694	$9,027.43	$3.16	2P/175A	38
AP-14-D	3	2,088	1.24%	16826	28715	5.694	$6,604.51	$3.16	2P/150A	31
AP-15-A	6	7,487	4.43%	60334	10296 5	5.694	$23,681.97	$3.16	3P/200A	62
AP-15-B	2	1,709	1.01%	13772	23503	5.694	$5,405.70	$3.16	2P/150A	29
AP-15-C	5	3,133	1.85%	25247	43087	5.694	$9,909.93	$3.16	2P/175A	38

Richard Cook
COOKFOX Architects
WSP Project No. N18.10574.00
378 West End Avenue: Condo Unit Electricity Cost
August 17, 2020

UNIT	# BED ROOMS	APPROX. UNIT SQ. FT.	% of SF	H+C LOADS (KWH/YR)	KWH/YR	KWH/SF/ Year	Cost/Apt/YR	Cost/ SF	Unit Breaker Size (amperage @208V)	Unit Quantity of Active Circuits
AP-16-A	5	4,115	2.43%	33072	56440	5.694	$12,981.28	$3.16	2P/200A	46
AP-16-B	3	2,454	1.46%	19832	33845	5.694	$7,784.34	$3.16	2P/175A	37
AP-17-PHB	4	3,220	1.91%	25948	44283	5.694	$10,185.11	$3.16	3P/175A	40
AP-18-PHA	5	6,160	3.65%	49713	84839	5.694	$19,513.03	$3.16	3P/200A	58
TOTALS		168,944	1.00	1,361,438	2,323405	5.694	$534,383	$3.16		

If you have any questions, or would like to discuss the above further, please do not hesitate to contact me directly.

Very truly yours,

WSP USA Buildings Inc.

Thomas Abbate
Associate

CHANGES IN PRICES AND UNITS

Changes in the Section

Purchase prices for all 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 Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. 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. Neither the Sponsor, Selling Agent, nor any of their principals, managers, members, agents, designees, employees, or affiliates shall be held liable in the event such change is made. Notwithstanding the foregoing, offering prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of units or unit models, or is to be advertised, or is a price increase for an individual purchaser.

Sponsor reserves the right to negotiate with each Purchaser, the terms and conditions of the Purchase Agreement, including but not limited to: purchase price; the amount of the Down Payment; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; work to be performed in the Unit (including, but not limited to, punchlist items) 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 Purchase Agreement. Sponsor also reserves the right to substitute any punchlist item for a credit or cash payment based on the estimated cost from Sponsor's own vendor to fix said punchlist item. 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 as a result of negotiations with an individual Purchaser. 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 a Purchase Agreement. Notwithstanding the foregoing, Sponsor cannot negotiate for items or materials that are required for TCO and/or PCO.

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 Owners or mortgagee, to (a) change the layout of, or number of rooms in, any

Unsold Unit (not in contract), (b) change the size and/or number of Unsold Units (not in contract) 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 that are not in contract) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating General Common Elements of an immaterial nature and size which exclusively benefit an Unsold Unit (such as a portion of a hallway) into such Unsold Unit, and (c) if appropriate, reapportion among the Unsold Units(not in contract) affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (a) - (c) above, such change shall be disclosed in a duly filed amendment to the Plan and, when applicable, to the Declaration. Notwithstanding the foregoing, Sponsor will not modify or affect a material change set forth in (a)-(c) above without the consent of a Purchaser in contract of an affected Unit.

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. 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 General 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 General 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 adverse change will be made in the quality of the General 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 conform substantially to 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. Notwithstanding, Sponsor may not make a unilateral change in the layout and size. It must be done with the Purchaser's consent unless it is necessitated by site conditions or necessary engineering or structural alterations required by applicable law or regulation as certified by Sponsor's architect, during the construction of the building. In that instance, a right of rescission is permissible. No such variation will affect a Purchaser's obligations under a Purchase Agreement or the Plan unless any such change, if material (note that there is a rebuttable presumption that a reduction in unit area of 5% or less is not material), is determined.

INTERIM USE AND OCCUPANCY AGREEMENTS

Sponsor and the owner of any Unsold Residential Unit reserves the right with respect to any Unsold Unit under contract, prior to the date of closing thereto, to rent or lease such contracted for Unsold Unit on an interim basis only to the Purchaser in contract, for such rent and term and on such other conditions as may be agreed to between Sponsor or such owner and a Purchaser in contract. Sponsor may only rent units after Consummation of the Plan. Purchasers are advised that the tenancy under such interim lease is not subject to governmental regulation as to amount of rent or terms. No occupancy may commence until a temporary Certificate of Occupancy has been obtained for such Unsold Unit.

Prior to the First Closing the entire building will be insured by the Sponsor. After the First Closing, 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 Boards of Managers"). Purchasers who rent or lease such contracted for Unsold Unit on an interim basis shall be responsible for obtaining renter's insurance for their Unit at such Purchaser's sole cost and expense. A person who takes possession prior to the first closing assumes the risk of losses not covered by insurance.

The interim lease will provide, however, among other things, that an uncured default by the Purchaser under the Agreement with respect to the Unsold Unit which is the subject of the interim lease will constitute a default under the interim lease entitling Sponsor or such owner, at its option, to terminate such interim lease in accordance with applicable Law. Sponsor shall provide written notice to Purchaser of default under the Agreement and Purchaser shall have thirty (30) days within which to cure such default before forfeiture of the deposit may be declared. In addition, each Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unsold Unit which is the subject of the Agreement will constitute a default under the Agreement entitling Sponsor or such owner, at its option, to terminate such Agreement and to exercise any remedies therein provided; provided however, that before Sponsor or such owner utilizes the default under the interim lease to declare a default under the Agreement, Sponsor or such owner will either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unsold Unit. A Purchaser will have thirty (30) days to vacate an Unsold Unit after a default under the Agreement or the exercise of a right of rescission.

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

PROCEDURE TO PURCHASE

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

Prospective Purchasers shall be afforded not less than seven (7) days to review the Plan and all amendments thereto prior to executing a Purchase Agreement. A Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days following the date the Purchaser executes the Purchase Agreement. The Purchase 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 Purchase Agreement, the provisions of the Plan shall in all events control,

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

If a Purchase Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period, the Purchase 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 any Board, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by law, and (b) a Purchase Agreement(s) for more than one Unit to any one person or entity.

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

At the time of execution of a Purchase Agreement, a Purchaser is required to make a payment in an amount equal to the sum of fifteen (15%) percent of the purchase price (the "Down Payment"). In the event the Purchaser defaults, the Sponsor shall have the right to retain the entire Down Payment. All Down Payment checks must be made payable to the direct order of SCHWARTZ SLADKUS REICH GREENBERG ATLAS LLP. All checks delivered in payment of the Down Payment 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 Purchase 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 and fixtures 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 special work on such Unit, including, but not limited to, any deviation from the materials or specifications described in the "Description of Property", and Sponsor agrees to perform such special work, then a description of such work shall be inserted as an addition to the Purchase Agreement and Sponsor may

require such person to pay for said special work in advance together with the cost of removing the special work if the Purchaser fails to close. However, Sponsor, its principals, managers, members, agents, designees, employees and affiliates shall be under no obligation whatsoever to agree to perform any special work for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser or its agents to perform any special work 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 unit 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 solely 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 deed to the Unit by 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 deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Down Payment 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 written notice of the originally 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 Purchase 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 Purchase Agreement and retain the Down Payment 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 any amount spent by Sponsor for special work requested by Purchaser. Sponsor will fix dates for closing title to all Unsold Units for which Purchase Agreements have been executed by serving notice upon each Purchaser stating the date of the First Closing and setting such Purchaser's Closing Date. The obligations of a Purchaser under a Purchase agreement are not conditioned on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a

lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing

If a Purchaser fails for any reason to close title to his or her Unit on the originally 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 originally 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 Purchase 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 originally scheduled Closing Date to (and including) the day before the actual Closing Date.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreement(s). In the event of a such a default, Sponsor may, at its option, cancel each such Purchase 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 Purchase Agreement(s).

Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the 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. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Unit acquired from Sponsor for twelve (12) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

It is anticipated that the First Closing will occur on or about December 1, 2021, the date set forth in Schedule B as the commencement date for the first year of operation of the Units. In the event the project commencement date of operation of the Units is twelve (12) months or later than the anticipated date of the First Closing pursuant to the Plan or any amendment thereto which has been accepted for filing as of the date of the execution of subject Purchase Agreements, Sponsor will offer all such Purchasers the right to rescind their Purchase Agreements and have their Down Payments refunded to them. However, if the first unit closing occurs before November 30, 2022, Sponsor may schedule the closings of title to other Units significantly later than such date. If the Plan is amended to reflect an amended projected commencement date that is more than 12 months from the projected commencement date, Purchasers are entitled to an offer of rescission. In the event that the project commencement date of operation of the Units 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 aggregate Common Charges in the revised Budget increase by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements and have their Down Payments refunded to them. Any Purchaser electing rescission will have their Down Payments and any interest earned thereon returned; provided, however, that Sponsor may

retain any escrow funds expended for special work at the request of the Purchaser as well as 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 Purchase Agreement, beyond the expiration of any applicable grace period, provided that Sponsor shall only retain the Down Payment 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.

If the Plan is withdrawn or abandoned, the Down Payment previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within five (5) days after the date the amendment abandoning the Plan has been accepted for filing, in accordance with the provisions herein set forth. Sponsor, its principals, managers, members, agents, designees, employees, and affiliates shall have no liability for any additional costs incurred by Purchaser, including but not limited to Purchaser's title and financing fees and charges

At the Closing, each Purchaser will be required to sign and deliver a Unit Power of Attorney in favor of the Board of Managers of the Condominium, the failure of which shall be a default under the Purchase Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Purchase Agreement. The Unit Power of Attorney shall be substantially in the form set forth as Document 2 in Part II of the Plan

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 Unit, whether or not he 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, at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor, its principals, managers, members, agents, designees, employees or affiliates to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. Sponsor shall provide Purchaser with notice of such election within thirty (30) days following the date of the occurrence of the casualty or risk of loss. 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 Boards and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor or its designee 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 Boards of Managers"), the Purchase 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, whereupon the parties to the Purchase 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 Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

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

Escrow and Trust Fund Requirements

All Down Payments received by Sponsor under a Purchase Agreement will be held in escrow in conformity with the provisions set forth below. The Purchase Agreement is annexed hereto as Exhibit 1 in Part II of the Plan. The relevant escrow trust fund provision are included in Article 43 of the Purchase Agreement, which must be executed by Schwartz Sladkus Reich Greenberg Atlas LLP, as escrow agent (the "Escrow Agent"), with an office located at 444 Madison Avenue, Sixth Floor, New York, New York 10022 and whose telephone number is (212) 743-7000. The attorneys who are signatories on this account authorized to withdraw funds are: Jeffrey M. Schwartz, Steven D. Sladkus, Jeffrey Reich, Eli D. Greenberg and Jason Atlas. All designated signatories are admitted to practice law in the State of New York. None of the designated signatories on the account are the Sponsor, Selling Agent, Managing Agent or a principal thereof, or have any beneficial interest in any of the foregoing.

All Down Payments made pursuant to a Purchase Agreement are subject to the escrow and trust fund requirements 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.

Escrow Agent has established a master escrow account at Signature Bank at its branch located at 960 Third Avenue 9th Floor, New York, New York 10022, entitled Schwartz Sladkus Reich Greenberg Atlas LLP Trust Account (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 Down Payment and the Purchase Agreement. If a Down Payment is accompanied by a completed and signed Form W-9 or Form W-8, the Down Payment will thereafter be promptly transferred to an individual interest-bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8, the Down Payment will remain in the non-interest-bearing checking portion of the Master Escrow Account. At such time as the Down Payment is released, the Down Payment 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. Citibank N.A. is covered by the current FDIC insurance limit of $250,000 per individual deposit. The following are special risks of this

offer: (i) if a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000; and (ii) while the Down Payment is in the non-interest bearing checking portion of the Master Escrow Account, the Down Payment may not be fully federally insured even if the Down Payment does not exceed $250,000. Under the current law, the current $250,000 amount referred to herein as the amount of FDIC insurance is subject to change by the Federal Deposit Insurance Company at any time. Funds drawn on out-of-state or foreign banks will not be accepted as payment of the purchase for a Unit unless otherwise agreed by Sponsor.

The Down Payment 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 Down Payment shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

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

If a Purchaser tenders all or a portion of the Down Payment without an executed Purchase Agreement, Sponsor shall have the right to reject the Down Payment and return it to Purchaser: (i) within five (5) business days after tender, if the Down Payment has not been deposited into escrow, and (ii) at any time, if the Down Payment 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 Purchase Agreement, or (ii) Purchaser is entitled to a return of the Down Payment. 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. Currently, the rate is approximately less than 1%. Interest will begin to accrue after deposit within: (i) one (1) business day, if the Down Payment is cash or cash equivalent, or (ii) three (3) business days, if the Down Payment is other than cash or cash equivalent, of the transfer of the Down Payment 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 "Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent." Endorsed instruments will not be accepted.

Notification to Purchaser

In the event a check delivered by a Purchaser fails of collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase 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.

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Down Payment, the Escrow Agent shall sign the Purchase Agreement and place the Down Payment into the Escrow Account. Within ten (10) business days of depositing the Down Payment into the Escrow Account, Escrow Agent will notify Purchaser that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. Escrow Agent is obligated to send notice to Purchase once the Down Payment is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Down Payment, Purchaser may cancel the Purchase Agreement and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Purchase Agreement and Down Payment to Escrow Agent. Complaints concerning the failure to honor such cancellation request may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, New York 10005. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations.

Before the funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided.

Release of Funds

All Down Payments, except for advances made for upgrades, extras or custom work, including change orders, received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL §352-h. Under no circumstances shall Sponsor seek or accept the release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligation pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall hold the Down Payment in escrow until otherwise directed in:

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

(b) pursuant to the terms and conditions set forth in the escrow provision of the Purchase Agreement upon closing of title to the Unit;

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

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.

The Sponsor shall not object to the release of the Down Payment to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

Upon Escrow Agent disbursing the Down Payment herein in accordance with the provisions of the Purchase Agreement, Escrow Agent's obligations shall terminate with respect to same, and Escrow Agent shall thereafter be released of all liability in connection with Purchaser.

The Sponsor has the right to secure the Deposits by means of alternate security consisting of a security bond or letter of credit. In such an event the Sponsor shall be required to submit an application for alternate security to the New York State Attorney General's Office and amend the Plan to disclose the alternative security.

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

Waiver Void

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

Any provision in the 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 Down Payment in trust is absolutely void. The provisions of the Attorney General regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan or any amendment thereto.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Down Payment or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of the Down Payment 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 escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the escrow agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the Escrow Agreement, if any. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance. Escrow Agent will maintain all records concerning the Master Escrow Account for seven (7) years after the release of funds.

Sponsor may agree to modify the floor plans and finishes of certain Units or to do special work or provide extras to the 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 together with the cost of removing the special 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 special work or extras.

Set forth in Exhibit 12 of Part II of the Plan is a copy of the form of Escrow Agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

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 for 15% of the Units offered under the Plan). The Plan must be declared effective when Purchase Agreements have been executed by prospective purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Purchase Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to nine (9) units or fifteen (15%) percent of the Units being offered for sale under the Plan.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by purchasers who have not been afforded at least three (3) business days to review this Plan and all filed amendments prior to executing a Purchase 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 only 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, Sponsor will re-declare the plan effective if all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded.

The Plan after effectiveness may not be abandoned by Sponsor for any other reason than: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with without litigation or for not less than one-half of one percent of the total offering amount; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than one-half of one percent, excluding attorneys' fees; or (3) a taking of all or part of the Property in condemnation proceedings or by eminent domain. The stated dollar amount relied upon as a basis for abandonment after effectiveness excludes attorney's fees or any such title defects or determinations of any authority or regulatory association which Sponsor relies upon as a basis for the abandonment of the Plan may not include those which existed as of

the date the Plan is accepted for filing and are either known to the Sponsor or are a matter of public record.

The Plan may be abandoned by Sponsor, at its option, before it is declared effective. Sponsor shall promptly file an amendment together with form RS-3 as required by 13NYCRR section 20.1(1)(2). In the event the Plan is abandoned, the Plan will be abandoned by duly filed amendment and all Down Payments including any deposits for upgrades, extras, or custom work, together with interest earned thereon, if any, will be returned to Purchasers within ten (10) days following such withdrawal or abandonment. Upon the return of the Down Payments, together with any interest earned thereon, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. Sponsor, its principals, managers, members, agents, designees, employees and affiliates shall not be liable for any additional costs incurred by Purchaser, including but not limited to Purchaser's title and financing fees and charges. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment and 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.

TERMS OF SALE

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 attorneys, Schwartz Sladkus Reich Greenberg Atlas LLP, 444 Madison Avenue, Sixth Floor, New York, N.Y. 10022 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:

a. the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted;

b. prior to the first conveyance of title to a Unit, 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;

c. either (i) the release of the Unit and its appurtenant interest in the General Common Elements from the lien of all mortgages, if any;

d. 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, 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;

e. 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;

f. the delivery by Sponsor to Purchaser of any existing warranties actually received by Sponsor its agents, affiliates, employees or contractors, covering appliances, equipment or fixtures installed in his Unit, and not otherwise expired, and the delivery by Sponsor to the Condominium Board after the First Closing of any existing warranties actually received by Sponsor and not otherwise expired covering appliances, equipment or fixtures installed in the General Common Elements or Limited 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. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit. If any warrantor is unable to perform under its warranty due to inability,

unwillingness, dissolution, bankruptcy or for any other reason, Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates have any obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees, employees or affiliates;

g. 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;

h. 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 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 Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates are obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor, its principals, managers, members, agents, designees, employees or affiliates elect to repair any such damage, Purchaser's Purchase 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 Purchase Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Purchase Agreement, together with interest earned thereon, if any, except if Purchaser is in default under the Purchase Agreement, Sponsor shall retain any such sums as and for liquidated damages.

On September 7, 2018, Sponsor obtained construction loan in the amount of $230,000,000.00 from Bank OZK ("OZK"). The initial maturity date of the Loan is March 7, 2022. The Loan has one (1) option to extend the maturity date for twelve (12) months, provided certain conditions contained in the loan documents evidencing and securing the Loan (the "Loan Documents") are satisfied. If the construction loan on the Building is not satisfied at or prior to the Closing of the first unit, at the time of the conveyance of the first unit, the Mortgagee will with (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units, (b) subordinate the lien of its mortgage to the Condominium Declaration, or (c) release its lien on the Condominium Unit being conveyed and its interest in the General Common Elements. With respect to Purchasers who finance their purchase of a Unit,

OZK shall not engage in the assignment of the portion of the mortgage that affects the Unit being purchased by the Purchaser.

The acceptance of a deed by a Purchaser (regardless of any "punch list" work to be completed after Closing) shall be deemed an acknowledgment that Sponsor and its principals, managers, members, agents, designees, employees or affiliates have performed and discharged every agreement and obligation on the part of Sponsor and its principals, managers, members, agents, designees, employees and affiliates to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan) and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at Closing 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 of a material nature to be completed in the Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated in writing by the Purchaser on the inspection statement which is delivered to and acknowledged by the Sponsor. Sponsor is only obligated to perform the work on the written punchlist as acknowledged by Sponsor or its designated representative. Sponsor shall not place into escrow any funds for the completion of the work designated on the inspection statement. A Purchaser shall receive notice that a Unit is available for inspection pursuant to this Paragraph. A Purchaser who fails to inspect such Unit within five (5) business days of receipt of such notice shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan and without an inspection statement, and Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any obligation to complete any work described therein, including but not limited to any work set forth in an inspection statement. No work items can be added by Purchaser to the inspection statement after the final inspection of the Unit and Neither Sponsor, Selling Agent nor any of their contractors, subcontractors, principals, managers or members shall have any obligation to perform such work.

Notwithstanding anything to the contrary set forth above, in no event shall the Sponsor, its principals, managers, members, agents, designees, employees or affiliates or the Selling Agent, its principals, managers, members, agents, designees, employees or affiliates 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, cracks in any grouting, 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 payers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in or sloping of any floor levels or gapping beyond normal construction tolerances as determined by Sponsor's architect, (v) ceiling

imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, including door bucks not flush with door, (xiii) repair of chips, scratches, dents, 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, stone floors, walls, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets, all glass, stainless steel and metal surfaces and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, stone or tile 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. 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, composite or glass, but Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be obligated to replace such stone, formica or porcelain surfaces. Sponsor's agreement to perform any punchlist work shall not expand its liability under this Plan.

The 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 (for any Unsold Unit in contract to be purchased by a Purchaser, the Sponsor shall seek such Purchaser's consent prior to performing an alteration or repair). The Sponsor shall only be obligated to perform punchlist work while the Purchaser or its agent is present in the Unit unless the Purchaser provides Sponsor with a written release confirming that Sponsor has the right to enter the Unit upon reasonable hours to make the repairs and that the Purchaser shall be responsible for clearing the area to be repaired, removing any valuables and protecting any furniture or other personal property in and around the subject area. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. 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, however, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates will have any obligation to move a Unit Owner's personal property or to pay for the cost of moving same. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor, its principals, managers, members, agents, designees, employees or affiliates liable for any damage to the Unit or to the personalty or fixtures contained therein. In the event that a Purchaser does not provide a written release or does not permit access to that Purchaser's Unit by Sponsor or its contractors, subcontractors, agents and employees after written request, neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to Unit Owners to perform any alterations or

repairs in that Purchaser's Unit. Notwithstanding the foregoing, a Unit Owner must provide immediate access to Sponsor's contractors to complete punchlist work. In the event that access to the Unit is denied by Unit Owner more than two (2) times, Sponsor has the option, in its sole discretion, to credit Unit Owner with the estimated cost of the remaining punchlist work as determined by Sponsor's own vendor or architect, and Sponsor shall have no further obligation to complete any punchlist work in the Unit. Sponsor, in its sole and absolute discretion, at any time, reserves the right to substitute any punchlist item for a credit or cash payment based on the estimated cost for a bid from Sponsor's own vendor to fix said punchlist item on a dollar for dollar basis, *i.e.*, if the cost to repair a punchlist item is $1,000, Sponsor may either credit or pay that amount to Purchaser. However, Sponsor shall not pay a credit in lieu of completing work to be completed by Sponsor in furtherance of Sponsor's obligations to construct the condominium in accordance with the plans and specifications in the Plan. Such payment shall release Sponsor, its principals, managers, members, agents, designees, employees or affiliates from all liability relating to such enumerated punchlist item(s). Sponsor shall send a written completion letter ("Completion Letter") to the Purchaser at the Unit once the punchlist is deemed complete. Sponsor must hear from buyer within 10 days of receipt of the Completion Letter if Purchaser disputes that an item is not complete, otherwise punchlist is deemed complete by Sponsor and neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any further obligations with respect to the punchlist. The payment of a credit to Purchaser in lieu of completing punch list repair does not relieve Sponsor of its obligations to construct the condominium in accordance with the plans and specifications identified in the plan. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any responsibility for any condition in any Unit that is resold by a Purchaser from the Sponsor. The payment of a credit to Purchaser in lieu of punch list repair does not relieve Sponsor of its obligations pursuant to the GBL and such additional obligations under the Plan to the Condominium. No Unit Owner may make any structural alterations, addition, improvement or repair to such Unit Owner's Unit or the Building without the prior written approval of the Condominium Board. Any alteration work being considered by a Unit Owner prior to the time a PCO for the Building is issued, must be approved by Sponsor as well as the Condominium Board, before it may be undertaken. Sponsor shall have the absolute right to deny consent to alteration request until a final certificate of occupancy is procured for the Building as open alteration permits by Units Owners will interfere with Sponsor's ability to obtain the final certificate of occupancy. Sponsor also may require that any such alteration work to which Sponsor consents which requires filing with the New York City Department of Buildings or the New York City Department of Finance, be handled by Sponsor's Architect and/or Sponsor's expediter/code consultant at Unit Owner's expense, to try to minimize interference with Sponsor's filings to obtain a final Certificate of Occupancy. Additionally, Purchaser's are free to use a title company of their choosing without incurring a penalty.

STATUS OF TITLE AT CLOSING

The ownership of the conveying Unit to the Purchaser will contain the provisions set forth in subdivision 5 of Section 13 of the Lien Law, and will convey title free and clear of all liens, encumbrances and title exceptions other than those described in the proposed Unit deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

1. State of facts shown on survey made by Link Land Surveyors, P.C. dated November 8, 2013, last brought to date on July 10, 2018 last revised on September 6, 2018, and any additional state of facts which an accurate survey would show since that date provided such additional state of facts does not prohibit the use of the Unit for residential use as the case may be.

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

3. The Declaration and By-Laws, Maps and Floor Plans to be recorded and filed in the New York County office of the Register of the City of New York, as the same may be amended from time to time and the terms, covenants and conditions of the Offering Plan and amendments thereto.

4. Power of Attorney from Purchaser to the Condominium Board of Managers.

5. Easement in favor of adjoining Units and in favor of the General Common Elements for the continuance of all encroachments of such adjoining Units or General Common Elements on the Unit, existing as a result of construction or renovation of the Building, or which may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the General Common Elements made by or with the consent of the Sponsor or the Board of Managers after damage or destruction by fire or other casualty after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the General Common Elements, made by or with the consent of the Sponsor or the Board of Managers, so that any such encroachments may remain so long as the Building shall stand and so long as same does not affect the use of the Unit for its intended purpose.

6. Any easement or right of use required by Sponsor, its designees and their assigns, invitees, licensees, contractors and employees in, over, above and across all areas of the Property for construction, installation, maintenance, ingress to and egress from and the right to use all areas and facilities in, on, appurtenant to or servicing the Property, and to obtain temporary, permanent or amended certificate(s) of occupancy for the Building or any part thereof and to erect and maintain signs on the Property for the purpose of advertising the sale and/or leasing of Units (see also "Rights and Obligations of Sponsor").

7. Encroachments of trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the

streets, sidewalks or premises 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, so long as same do not interfere with the use and occupancy of the Unit.

8. Leases and service, maintenance, employment, concessionaire and license agreements contemplated by this Plan.

9. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided that apportionment of same is adjusted as provided in this Plan.

10. Easements in favor of the other Unit Owners to access and use the pipes, wires, ducts, conduits, cables, public utilities and other General Common Elements located in the Unit or elsewhere on the Property and serving such other Units, easements in favor of the Board of Managers and Sponsor for access to Units and General Common Elements, and any other easements described in the Offering Plan, as it may be amended.

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

12. Franchise taxes, if any, provided a title company will ensure that such taxes cannot be collected from the Unit.

13. Standard printed exceptions to the NYBTU or ATLA policies of title insurance.

14. Any Certificate of Occupancy for the Building, so long as the same permits or does not prohibit the use of the Unit for its stated purposes.

15. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

16. Any violations against the Property which are not specific to only the Unit.

17. Variations between tax map and premises described in Purchaser's title report.

18. Any other covenants, restrictions, easements, or other encumbrances (other than for the payment of money) provided same do not prohibit the existence and use of the Unit for residential purposes.

19. Rights, if any, to maintain vaults and chutes under the sidewalk.

20. Any lien, encumbrance, or condition not included in the liens and encumbrances listed above either (i) for which the instrument required to remove it of record has been delivered to a title company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (ii) as to which a title company will to insure (without additional

premium) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (iii) as to which the Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at closing.

21. Restrictive Covenants in Liber 1094 cp 111; modified in Liber 2305 cp 338.

22. Fire Egress Easement in Reel 2335 page 1672.

23. Declaration of Zoning Lot Restrictions in Reel 2335 page 1690

24. Declaration of Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York and Collegiate Asset Management Corp., dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323636.

25. Zoning Lot Development and Easement Agreement made by and between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and Collegiate Asset Management Corp. ("Developer"), dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323637.

26. First Amendment to Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and 378 WEA Owner LLC ("Developer"), dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312938.

27. Memorandum of Development Agreement made by 378 WEA Owner LLC ("Grantor") and the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantee") dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312939.

28. Easement Agreement made between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantor") and 378 WEA Owner LLC ("Grantee") dated July 18, 2019 and recorded August 14, 2019 as CRFN 2019000258725.

Sponsor shall be entitled to adjourn the closing to remove or correct any title exception that cannot be dealt with as set forth above.

If requested by the Purchaser, a title company will agree to insure upon Purchaser's payment of the premium for such insurance (see estimate of such cost described in "Closing Costs and Adjustments"), (i) that Purchaser has fee title to the Unit, free and clear of liens and encumbrances except those set forth in the Plan, as amended, and subject to the terms of the Declaration and By-Laws, and any mortgage or other encumbrance created by the Purchaser and (ii) that the Unit is part of a validly created condominium. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception if a title company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to a title company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any

title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Purchase 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(s). Recording charges, fees and taxes are based on rates in effect on the date of the Plan and are subject to change without notice:

(a) A contribution to the working capital fund of the Building in an amount equal to two (2) month Common Charges then applicable to each Unit being purchased.

(b) Purchaser will pay the premium for title insurance, which will vary depending upon the purchase price of the Unit. Purchaser may order title insurance from any company licensed to do business in the State of New York. . Purchasers are free to use a title company of their choice without any penalty. The premium insurance rate or fees for recording documents are uniform and will be the same regardless of the title company used. First American Title Insurance Company of New York, having an office at 633 Third Avenue, New York, New York 10017 (telephone: (212) 922-9700, ("Title Company"), has provided Sponsor with the standard fee policy rates as set forth below:

As of the date of this plan the premiums for fee title insurance is $342 for the first $63,000 of fee insurance plus $3.30 for each $1,000 of additional fee insurance up to $100,000. For additional rates for purchase prices up to $999,999.99, please refer to the schedule below.

100,000.00	461	+ 2.59	per thousand up to	200,000.00
200,001.00	723	+ 2.60	per thousand up to	450,000.00
450,001.00	1372	+ 2.58	per thousand up to	500,000.00
500,001.00	1502	+ 2.37	per thousand up to	750,000.00
750,001.00	2093	+ 2.36	per thousand up to	999,999.99

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

The discounted premium for owner's title insurance is seventy percent of the sum of $402.00 for the first $35,000 of fee insurance plus from $4.67 for each $1,000 of additional fee insurance up to $50,000. For additional rates, please refer to the schedule below.

FEE AMOUNT	PREMIUM			
50,001.00	351	+ 3.80	per thousand up to	100,000.00
100,001.00	541	+ 3.05	per thousand up to	500,000.00
500,001.00	1762	+ 2.79	per thousand up to	1,000,000.00
1,000,001.00	3155	+ 2.57	per thousand up to	5,000,000.00
5,000,001.00	13,406	+ 2.30	per thousand up to	10,000,000.00

(c) A fee for recording the Unit Deed and Unit Power of Attorney. First American Title Insurance Company charges $32.00 as a base recording charge plus $5 per page plus $30.00 documents service charge and charges a mortgage recording fee (if any) at a rate of $32.00 per instrument plus $5 per page and a $30.00 document service charge. Each title company establishes its own additional service and surcharges in this regard;

(d) 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);

(e) The New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Unit is one (1%) percent 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 Documentary Stamp Tax ("NYS Tax") is calculated as follows:

Consideration Amount	NYS Transfer Tax Rate-Residential	NYS Transfer Tax Rate-Commercial
Under $2 Million	.4%	.4%
$2 Million- $3 Million	.4%	.65%
Over $3 Million	.65%	.65%

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 (iii) by the RPT Tax rate to determine the RPT Tax payable.

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

Example:

Purchase price = $1,500,000.00

(1)	$1,500,000.00 x 1.425%	= $	21,375.00
(2)	$1,500,000.00 x .4%	= $	6,000.00
(3)	$1,500,000.00 + $27,375	= $	1,527,375.00 ("Adjusted Purchase Price")
(4)	$1,527,375.00 x 1.425%	= $	21,840.00 (inc. $75.00 filing fee for RPT)
(5)	$1,527,375.00 x .4% (rounded up to nearest $500)	= $	6,110.00
(6)	$1,527,375.00 x 1%	= $	15,273.75 (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.

(f) 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", currently one (1%) percent of the purchase price. If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", which by law is the primary obligation of the Purchaser. The New York State 2019/2020 Budget (the "2020 Budget") includes legislation which revises the rates of the New York State real estate transfer tax (the "NYSRETT") and a new "supplemental tax" (the "ST"). Prior to the 2020 Budget, the NYSRETT was charged at the rate of $2.00 for each $500.00 of consideration (or about 0.4%). Pursuant to the 2020 Budget, the existing rate of the NYSRETT shall remain for conveyances of residential real property for consideration of less than $3 million and conveyances of commercial property for consideration of less than $2 million, however an additional 0.25% (for a total of 0.65%) shall be added for conveyances of residential real property for consideration of $3 million or more and conveyances of commercial property for consideration of $2 million or more. Prior to the 2020 Budget, the "mansion tax" ("MT") was charged at a rate of 1% of the total consideration for the conveyance of residential real property. Pursuant to the 2020 Budget, and as per the below table, there is now a MT and ST. The ST rate is a supplementary "progressive" tax, ranging from 0.25% on transfers of residential real property for $2 million or more of consideration to 3.9% on transfers for $25 million or more of consideration (conveyances of residential real property for consideration of less than $1 million are not subject to the MT and

conveyances of residential real property for consideration of at least $1 million and less than $2 million shall be subject to a rate of 1% of the consideration).

Consideration Amount	**Total NYS Mansion Tax Rate**
Under $1 Million	Not Subject to tax
At least $1 Million, but less than $2 Million	1%
At least $2 Million, but less than $3 Million	1.25%
At least $3 Million, but less than $5 Million	1.5%
At least $5 Million, but less than $10 Million	2.25%
At least $10 Million, but less than $15 Million	3.25%
At least $15 Million, but less than $20 Million	3.5%
At least $20 Million, but less than $25 Million	3.75%
More than $25 Million	3.9%

For purposes of calculating the taxes payable, the amounts of such taxes (other than the Mansion Tax) will be included in the consideration subject to such tax. Therefore, the 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 the transfer taxes, would subject purchaser to liability for Mansion Tax as the aggregate of price plus tax would exceed $1,000,000. 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 $980,000, 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. If purchaser pays any additional fees on behalf of Sponsor that are ordinarily a seller expense, those fees will be included in the calculation of the total consideration for the unit.

(g) 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, Schwartz Sladkus Reich Greenberg Atlas LLP , in connection with the closing of title to Purchaser's Unit: (i) the sum of $3,500 to reimburse Sponsor for its legal fees in handling the closing, (ii) if the closing is adjourned through no fault of Sponsor, an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; (iii) if the Purchaser requests the Closing to occur other than at the offices of Schwartz Sladkus Reich Greenberg Atlas LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $350 for each Closing held within Manhattan and $500 for each Closing held in any borough outside Manhattan, (iv) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser shall pay an additional fee of $500 to Sponsor's attorneys for the preparation of each such assignment agreement; (iv) if Purchaser obtains mortgage financing, an additional fee of $350 to Sponsor's attorneys to defray the additional costs associated therewith; and (iv) if Purchaser obtains title insurance from a title insurance company other than First

American Title Insurance Company and Sponsor incurs additional legal fees and expenses. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. 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 attorneys shall be paid by Purchaser prior to closing upon notice to Purchaser.

(h) 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 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 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.

<u>Example</u>: Mandatory Closing Costs

Purchaser will pay the following mandatory Closing costs based on rates in effect in January, 2018 and assuming the Purchase Price for Unit 2B is $1,795,000 and the form of documents in the Part II of this Plan are used (all amounts are approximate and rounded to the nearest whole dollar).

(1) Fee to record Unit deed (assuming 8 pages + 1 cover page) and Unit Owner's Power of Attorney (assuming 7 pages + 1 cover page) at a rate of $30 for each instrument plus $5 per page, plus an additional $32 for recording each instrument.	$ 209.00
(2) Title insurer's service charge and recording fee to	

record the Unit deed and Unit Owner's Power of Attorney	$ 60.00 (estimated & approximate)
(3) New York State transfer tax (also called the documentary stamps) at the rate equal to the Adjusted Purchase Price (see Example above) x .4% (rounded up to the nearest $500)	$ 7,312.00
plus a "Mansion Tax" of 1% of the Adjusted Purchase Price (if the Adjusted Purchase Price is $1,000,000 or more)	$18,277.59
(4) New York City transfer tax (at the rate of 1% of an Adjusted Purchase Price of $500,000 or less, or at the rate of 1.425% of an Adjusted Purchase Price of more than $500,000)	$26,045.56

Assuming the purchase of the Unit is financed with a mortgage loan for 80% of the Purchase Price (or $1,436,000) and both fee and mortgage title insurance are obtained simultaneously for Purchaser and Purchaser's mortgage lender, Purchaser would pay the following projected elective Closing costs based upon rates in effect as of January, 2018 (all amounts are approximate and rounded to the nearest whole dollar):

(1) 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.	$27,613.00
(2) Mortgage recording fee (assuming 20 pages) at the rate of $32 per instrument, $5 per page.	$ 132.00
(3) Municipal charge to record the mortgage tax credit affidavit.	$ 50.00
(4) Premium for simultaneous fee ($7,048), mortgage ($1,452) title insurance, and endorsements	$ 8,700.00
(5) Municipal Searches.	$ 395.00
(6) Bankruptcy Searches.	$ 100.00
(7) Patriot Searches.	$ 100.00
(8) Other projected potential mortgage loan costs (assuming: "points" of 1% of mortgage amount, appraisal of $800, lender's legal fee of $1250, UCC-1 filing fee of $70 and $200 allowance for miscellaneous expenses)	$16,680.00*
(9) Allowance for title closer gratuity and contingencies.	$ 250.00

Total estimated mortgage closing costs: $105,924.15
(estimated & approximate)

* 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 attorneys in the event the Purchaser's lender or its counsel refuses to close at the office of Sponsor's attorneys or (c) a fee to any attorney Purchaser may engage.

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

Sponsor's legal fees ($3,500 plus financing prep of $350): $3,800.00**

**Note: This projection does not include: (a) if the closing is adjourned through no fault of Sponsor, an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; (b) if the Purchaser requests the Closing to occur other than at the offices of Schwartz Sladkus Reich Greenberg Atlas LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $350 for each Closing held within Manhattan and $500 for each Closing held in any borough outside Manhattan, (c) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser shall pay an additional fee of $500 to Sponsor's attorneys for the preparation of each such assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply.

Working Capital Contribution (2 months of Common Charges) $2,106.00

Total projected mandatory Closing costs: $111,830.15***
(estimated & approximate)

*** Note: The required Working Capital Fund payment equal to two (2) month's projected Common Charges and varies by unit. The Common Charges are set forth in Schedule A of the Plan. In addition, governmental recording fees may vary from time to time. Title company service charges (if any) may also be imposed depending on the title agent or insurer. Please note that if a Purchaser closing with no financing, the financing charges set forth above shall not apply.

The foregoing projection of mandatory 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 attorneys, 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 lease 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 prior to the First Closing, each Unit Owner will pay a pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property 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 Board 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.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally 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 Purchase 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 originally 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.")

RIGHTS AND OBLIGATIONS OF SPONSOR

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 Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) 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 the rehabilitation of the Building substantially in accordance with the Plans and Specifications. Sponsor, Selling Agent or any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to Unit Owners 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, in its sole and absolute discretion, 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:

(i) any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of Equal or Better Quality to that which was originally designed; and

(ii) Sponsor shall not substantially (1) change the size or location of the Units, other improvements or General Common Elements or (2) make any changes that affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change.

Under the present construction schedule, it is anticipated that, except for (a) finishing work to General Common Elements such as hallways, lobbies, elevator cabs and other areas of the Building which are not intended for the exclusive use of any one Unit Owner; and (b) specialized work, if any, which Sponsor reserves the right to perform, at its discretion in individual Units at the request of Unit Owners, a first temporary certificate of occupancy could be issued on or about December 1, 2021 and the Building and the Units will be substantially completed on or about December 1, 2021, subject to Unavoidable Delays. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates, however, make any warranty or representation as to the date of substantial completion or the issuance of the first temporary certificate of occupancy. Substantial completion does not include the completion of the lobby, hallways, interior of the elevator cabs, fine finishes and plantings.

(b) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of

occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved Plans and Specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 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. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY 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 of Managers 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 principals are obligated to procure the FCO.

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

(c) Any alteration work being considered by a Unit Owner prior to the time a PCO for the Building is issued, must be approved by Sponsor as well as the Condominium Board, before it may be undertaken. Sponsor, it's principals, managers, members, agents, designees, employees or affiliates shall have the absolute right to deny consent to alteration request until a final certificate of occupancy is procured for the Building as open alteration permits by Units Owners will interfere with Sponsor's ability to obtain the final certificate of occupancy. Sponsor also may require that any such alteration work to which Sponsor consents which requires filing with the New York City Department of Buildings or the New York City Department of Finance, be handled by and/or Sponsor's expediter/code consultant at Unit Owner's expense, to try to minimize interference with Sponsor's filings to obtain a final Certificate of Occupancy

(d) In the event that a closing takes place prior to the issuance of a permanent certificate of occupancy, 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 permanent certificate of occupancy 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 permanent certificate of occupancy, can be released from escrow from time to time upon the receipt by Escrow Agent of a request by Sponsor. In the event that the Condominium Board, if not controlled by Sponsor, or a Unit Owner causes Sponsor to be delayed in obtaining the permanent certificate of occupancy, the funds in escrow shall be released.

(e) The New York City Department of Buildings advises purchasers of houses and apartments, who close with only a temporary certificate of occupancy in place, to consult with their attorneys and engineers to assure that sufficient funds are escrowed or otherwise secured for Sponsor to obtain a permanent certificate of occupancy. It is strongly recommended that buyers consult the Department of Buildings website/Consumer Tips for its recommendation when buying units in a building that does not have a permanent certificate of occupancy.

(f) Each Unit and the fixtures and personal property contained therein are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Unit, and the fixtures and personalty 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 written inspection statement a list of incomplete work of a nature to be completed in the Unit by Sponsor following the Closing for the Unit in question. Sponsor, its principals, managers, members, agents, designees, employees or affiliates is only obligated to perform the work on the written punchlist as acknowledged by Sponsor. The failure of Sponsor to complete such work shall not be a ground for Purchaser delaying the Closing. Purchasers who close during construction or renovation of other Units and General Common Elements acknowledge that their enjoyment of their Units may be interrupted by construction, noise, vibrations, odors, dust or debris and possible interruption in services, as is common in construction or renovation projects, and Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be responsible for any claims relating thereto. The 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 (for any Unsold Unit in contract to be purchased by a Purchaser, the Sponsor shall seek such Purchaser's consent prior to performing an alteration or repair). The Sponsor shall only be obligated to perform punchlist work while the Purchaser or its agent is present in the Unit unless the Purchaser provides Sponsor with a written release confirming that Sponsor has the right to enter the Unit upon reasonable hours to make the repairs and that the Purchaser shall be responsible for clearing the area to be repaired, removing any valuables and protecting any

furniture or other personal property in and around the subject area. 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, however, Sponsor will have no obligation to move a Unit Owner's personal property or to pay for the cost of moving same. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. In the event that a Purchaser does not provide a written release or does not permit access to that Purchaser's Unit by Sponsor or its contractors, subcontractors, agents and employees after written request, Sponsor shall have no obligation to perform any alterations or repairs in that Purchaser's Unit. Notwithstanding the foregoing, a Unit Owner must provide immediate access to Sponsor's contractors to complete punchlist work. In the event that access to the Unit is denied by Unit Owner more than two (2) times, Sponsor has the option, in its sole discretion, to credit Unit Owner with the estimated cost of the remaining punchlist work as determined by Sponsor's own vendor or architect, and Sponsor shall have no further obligation to complete any punchlist work in the Unit. Sponsor, in its sole and absolute discretion, at any time, reserves the right to substitute any punchlist item for a credit or cash payment based on the estimated cost for a bid from Sponsor's own vendor to fix said punchlist item on a dollar for dollar basis, *i.e.*, if the cost to repair a punchlist item is $1,000, Sponsor may either credit or pay that amount to Purchaser. However, Sponsor shall not pay a credit in lieu of completing work to be completed by Sponsor in furtherance of Sponsor's obligations to construct the condominium in accordance with the plans and specifications in the Plan. Such payment shall release Sponsor, its principals, managers, members, agents, designees, employees or affiliates from all liability relating to such enumerated punchlist item(s). Sponsor shall send a written completion letter ("Completion Letter") to the Purchaser at the Unit once the punchlist is deemed complete. Sponsor must hear from buyer within 10 days of receipt of the Completion Letter if Purchaser disputes that an item is not complete, otherwise the punchlist is deemed complete by Sponsor and Sponsor shall have no further obligations with respect to the punchlist. The payment of a credit to Purchaser in lieu of punch list repair does not relieve Sponsor of its obligations pursuant to the GBL and such additional obligations under the Plan to the Condominium. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable for any condition in any Unit that is resold by a Purchaser from the Sponsor.

(g) Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any express or implied representations or express or implied warranties except as provided in this Offering Plan. Any claim based upon Sponsor's representations of the condition of the Building, the Units and their equipment or appliances or the Common Elements or upon Sponsor's obligations referred to in the Offering Plan in "Rights and Obligations of Sponsor" must be presented by written notice by the Condominium Board only, and to Sponsor: (a) in the event of a defect concerning the General Common Elements, one (1) year from the date earlier to occur of the issuance of the first temporary certificate of occupancy or the date of substantial completion of the portion(s) of General Common Elements which is claimed to be defective; or (b) in the event of a defect concerning the Unit, within one (1) year from the date of issuance of a temporary certificate of occupancy for the Unit, unless such claim is based upon a defect which can be detected only by occupancy of the Unit, in which event such claim must be presented within one (1) year from the earlier of the closing date or the execution and delivery of an interim lease for the Unit; however, concerning the Unit, closing

without executing a written punchlist or closing with a written punchlist on which the defect is now claimed is deemed a waiver by Purchaser of any objection. Upon receipt by Sponsor, Sponsor will deliver to the Condominium Board, on behalf of all Unit Owners any warranties and other undertakings actually 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 delivered 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. Neither Sponsor, Selling Agent nor any of their principals, members, managers, agents, designees, employees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates has any obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees, employees or affiliates.

(h) Certain services, such as telecommunications, and other similar services, may be provided by outside suppliers, and delays in provision of these series by such outside suppliers, are not and will not be the responsibility of Sponsor and Sponsor shall have no liability in connection therewith. Such suppliers may determine not to provide these services until occupancy of the Building has reached certain threshold levels. Portions of the Building, such as the Sub-Cellar, Cellar and First Floor amenities, may be completed after some or all of the Units are completed, and thus after Unit Closings commence. 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 that particular floor is fully occupied by Unit Owners. The amenities may not be in operation at the time of the First Closing of title to a Unit for up to (12) twelve months. Construction work, noise, and disruptions will not impact the common charges owed for Unit Owners. Any disruption or work will not render the premises uninhabitable. Sponsor has the option of running the Building on actual expenses. The fact that a particular portion of the Building, a particular amenity, or a Unit Terrace or Balcony is not completed or otherwise is not available for use by a Unit Owner, shall not be a basis for a Purchaser to refuse to close title to Purchaser's Unit, nor shall it serve as a basis for any claim against Sponsor, its principals, managers, members, agents, designees, employees or affiliates. Notwithstanding the foregoing, the Building will be in compliance with governmental laws and regulations.

(i) Direct elevator access to the Units may not be available at the Closing of Title to Units. Purchasers shall still be obligated to close on the Unit with access from the floor lobby entrance to the Unit. Additionally, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may be visible from certain Units and Unit Owner Terraces and Balconies may not be available for use upon TCO and at a Purchasers time of Closing. These temporary items will be removed when no longer needed by Sponsor. Purchasers should be aware that they may be required to close title to their units while construction in other Units and other parts of the Building is continuing, possibly for an extended period of time, and that noise, dust and other objectionable conditions inherent in a construction

site may inconvenience or disturb Unit Owners or their tenants after they have taken occupancy of their Units. Sponsor will not be liable to Unit Owners for any inconvenience or disturbance arising out of the fact that the Project is under construction. Purchasers and Unit Owners shall have no right to claim against Sponsor, or to delay their Unit Closings or rescind Purchase Agreements, due to any of the foregoing.

(j) Sponsor shall not be obligated to correct, repair, or replace any and all defects relating to construction of the Units, the General Common Elements and the Limited Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates will warrant the materials or workmanship of any Unit or any of the General 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. If any warrantor is unable to perform under its warranty or guaranty due to inability, bankruptcy, unwillingness to perform, inability to continue as a going concern or any other reason, Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates has any obligations or responsibilities with respect to such warranties or guaranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty or guaranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees, employees or affiliates.

Nothing contained herein shall be construed to render Sponsor, its principals, managers, members, agents, designees, employees or affiliates liable for any damages, including but not limited to, consequential damages (whether based on negligence, or breach of contract, warranty or otherwise), it being intended that Sponsor's sole obligations pursuant to this section of the Plan shall be to repair or replace, at Sponsor's sole option, any defective item of construction (arising as a result of substantial and material defects or as a result of improper workmanship) subject to the terms and conditions set forth in this section of the Plan for a period of one (1) year from the date of First Closing of a Unit. The execution by Sponsor's principals, managers, members, agents, designees, employees or affiliates of any certifications made in connection with this Plan shall not make Sponsor's principals, managers, members, agents, designees, employees or affiliates liable or responsible for any obligations of Sponsor as contained herein.

Notwithstanding any provision to the contrary herein, Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be obligated to correct, and shall not be liable to any Purchaser as a result of any insubstantial or immaterial variations from the Plans and Specifications. No such variation will affect a Purchaser's obligations under a Purchase Agreement or the Plan unless any such change, if material (note that there is a rebuttable presumption that a reduction in unit area of 5% or less is not material), is necessitated by site conditions or necessary engineering or structural alterations required by applicable law or regulation as certified by Sponsor's architect.

The Condominium is required to maintain and manage the Building, to keep the General Common Elements therein clean and properly lighted, to keep structural and mechanical equipment in good working order and regularly maintain in accordance with manufacturer's specifications and any required maintenance contracts, and to repair those portions of the Building which are not required to be maintained by particular Unit Owners. Sponsor's warranty as set forth in the Plan will not be applicable to any defects caused by the negligence or lack of maintenance of the Units or General Common Elements by the Unit Owners or the Condominium in Sponsor's sole opinion.

(k) Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following:

1. any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the Building and/or building materials;

2. defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile, porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment of bi-fold doors, walls not square, electrical plates or signs not straight, discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;

3. normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the Building;

4. deviations in the level of ceilings and imperfections in ceiling finishes;

5. imperfections in painting finishes including, but not limited to, variances in color or texture;

6. deviations in the levelness of floors, or buckling, gapping or sinking due to expansion or shrinkage;

7. alignment of bathroom finishes and variation in grouting or tile thickness;

8. air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Condominium Standard A-Z;

9. noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, cooling tower compressors, exhaust fans, elevator machine rooms and other equipment;

10. floor noises and creaking;

11. carpet or floor discoloring or stretching;

12. variations in width, length, thickness, finish, gaps or color range of wood flooring;

13. minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other defects in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and counter tops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

14. after the Unit closing, paint touch-ups, repair dented appliances, or replace light bulbs;

15. variations in tone or color of marble or stone or variations in tone or color of vanity tops or countertops or other marble, stone or tile surfaces;

16. leaching or color variation in exterior color mortar and colored brick, and dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;

17. ponding and/or controlled drainage on the roof or terrace surfaces;

18. television, radio or other telecommunications reception;

19. discoloration to hardware and plumbing finishes;

20. stains, runs, lumps, shags or imperfections in weave in fabric panels;

21. terrace tiles or pavers not laid flat, or color variation in tiles, pavers or mortar, or stained tiles or pavers;

22. scratches on window frames or glass; or

23. any other imperfection or defect, except as expressly warranted pursuant to this Plan, provided it is indicated on a written inspection statement and delivered to and acknowledged by Sponsor.

Sponsor shall have discharged its obligation to repair abnormal scratches in tile, stone, wood, metal, plastic, glass, vitreous china, porcelain, stainless steel or other surfaces by filling or refinishing and Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall be obligated to replace any surfaces or repair any gaps in any flooring. NOTWITHSTANDING ANY OF THE ABOVE TERMS, SPONSOR IS REQUIRED TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL FILED APPLICABLE CODES AND FILED BUILDING PLANS AND SPECIFICATIONS

(l) 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).

(m) Sponsor will bear all costs and expenses incurred for the authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

(n) 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.

(o) Following the issuance of a permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board a complete set of mechanical, electrical and plumbing drawings and "As Built" plans for the entire Building.

(p) Sponsor will pay all, if applicable, Common Charges, special assessments and real estate taxes allocated to any Unsold Units 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.

(q) 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 Boards of Managers") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

(r) 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.

(s) Sponsor may dissolve or liquidate at any time. In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10%) or more units or twenty (20%) percent or more of the total number of Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, applicable laws or regulations.

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

(u) Until Sponsor has sold its last Unit in the Premises, Sponsor may, at its sole discretion, post, hang and affix "For Sale" or "For Rent" signs on the building façade of a type, size and quality determined by Sponsor.

(v) Real Property Law Section 339-kk is intended to provide financial protection for a condominium if a non-occupying Owner fails to make required monthly payments for a dwelling unit which is sublet.

The law provides in pertinent part, as follows:

1. If a Unit Owner who does not occupy the Unit rents any dwelling unit and then fails to make payments due for Common Charges, assessments or late fees for such Unit within 60 days of the expiration of any grace period following the earliest date payment is due, then, upon notice from the Board of Managers as described below, all rental payments due from the tenant shall be payable directly to the Condominium.

2. If Common Charges, assessments or late fees due for any Unit have not been paid in full within 60 days after the expiration of any grace period following the earliest date they were due, the Board of Managers shall provide written notice to the tenant and to the non-occupying Owner providing that commencing immediately, and continuing until such time as all payments for Common Charges, assessments and/or late fees are made current, all rental payments

due subsequent to the issuance of such notice are to be made payable to the Condominium. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy of their Units, the Board may elect not to require that rental payments be made payable to the Condominium.

3. At such time as payments for Common Charges, assessments and late fees from the non-occupying Owner are once again current, notice of such fact shall be given by the Board of Managers within three (3) business days to the rental tenant and non-occupying Owner. Thereafter, all rental payments for the Unit shall be made payable to the non-occupying Owner or to said non-occupying Owner's designated agent.

4. A non-occupying Owner who disputes the Board of Manager's claim to a rental payment pursuant to this law shall be entitled to present facts supporting such Owner's position at the next scheduled meeting of the Board of Managers, which must be held within 30 days of the date that the Board receives notice that the Owner seeks to dispute such claim.

5. Payment by a rental tenant to the Condominium made in connection with said section shall relieve the tenant from the obligation to pay such rent to the non-occupying Owner, and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Owner against such tenant for such rent.

6. Nothing in the statute shall limit any rights of Unit Owners or the Board of Managers existing under any other law or agreement.

(w) Sponsor will endeavor in good faith to sell all of the Units in a reasonably timely manner to Purchasers under the terms of the Plan. However, under the terms of this Plan, Sponsor, as owner of unsold units, or any other successor Sponsor, as owner of unsold units, have reserved the right to rent or lease any of the Unsold Residential Units after consummation of the Plan, but prior to closing the sale thereof to the Purchaser thereof or any other party, to cease marketing Residential Units for sale at any time, in Sponsor's sole discretion or to use or offer the Unsold Residential Units for any lawful purpose. So long as Sponsor is able to achieve the purchase prices listed on Schedule as of the date the Plan is declared effective, Sponsor is committed to selling Units which represent a majority of the Common Interest in the aggregate. Sponsor's good faith efforts to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to brokers and prospective purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor's construction lender has not placed any limitation on Sponsor's right to rent Units, except Sponsor must obtain prior written consent from lender before entering into a lease. Sponsor's construction financing does not contain a minimum number or percentage of units which must be under contract before the Plan can be declared effective. The construction financing contains

minimum release prices set by lender and a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold.

(x) Sponsor shall have the obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Board of Managers and the Unit Owners in any such action or proceeding as is required by law.

(y) The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless a Purchaser takes possession of such Unit prior to the Closing under an interim lease, at which time such risk of loss not otherwise covered by insurance shall be assumed by Purchaser, as well as the risk to Purchaser's personal property), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price 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 Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, or, if the 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 Purchase 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, whereupon the parties to the Purchase 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 Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

(z) New York City Local Law 7 of 2004 requires the installation of carbon monoxide detectors by owners of multiple dwellings, including owners of units in residential condominiums. Sponsor intends to provide carbon monoxide detectors in each Residential Unit in accordance with New York City Local Law 7 of 2004. Each Unit Owner will be responsible to keep and maintain the carbon monoxide detectors in good repair and to replace any carbon monoxide detectors which has been stolen, removed, found missing or rendered inoperable. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations.

(aa) Section 131.15 of the New York City Health Code requires owners of condominium units in which children 11 years of age or younger, reside to install approved window guards on all unit windows. Each Residential Unit Owner will be responsible for ensuring that his or her Unit is in compliance with Section 131.15 of the New York City Health Code.

This Offering Plan sets forth the entire obligations of Sponsor, its principals, managers, members, agents, designees, employees or affiliates hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representation or warranty as to the work, materials, appliances, equipment or fixtures other than as set forth in the Plan and under applicable law.

Obligations of Sponsor hereunder with respect to the Building shall be enforceable only by the Condominium Board on behalf of all Unit Owners and may not be enforced by individual Unit Owners. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates shall have any obligation to any Purchaser of a Unit other than the Purchasers to whom Sponsor sold Units.

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. 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 has obtained construction financing for the project from OZK. The initial maturity date of the Loan is March 7, 2022. The Loan has one (1) option to extend the maturity date for twelve (12) months, provided certain conditions contained in the loan documents evidencing and securing the Loan (the "Loan Documents") are satisfied. The Sponsor is constructing the Units and Common Elements in the Building, and Sponsor does not anticipate any delays in completing construction in accordance with the terms of the Plan. The Loan Documents provide that (a) Sponsor shall not execute any Lease without OZK's prior written consent, which consent may be granted or withheld in OZK's sole and absolute discretion; and (b) OZK and Sponsor have set a minimum release price for the sales of the Residential Units. As more fully set forth in the Section of the Plan entitled "Description of the Property and Improvements" Sponsor anticipates (but cannot guarantee) obtaining a permanent certificate of occupancy for the Building within two (2) years after the First Closing. No Unit Owner may perform any work or obtain any permits for his Unit which may affect Sponsor's ability to obtain a temporary or permanent certificate of occupancy for the Building.

The Sponsor has not entered into any contract or agreement, written or oral, for the sale or transfer of any of the units offered in the Offering Plan for 378 West End Avenue Condominium nor have any deposits or advances of funds been taken by or on behalf of the Sponsor in connection with the reservation, sale or transfer of such units as of the date the Offering Plan was accepted for filing by the Department of Law.

Leasing and Use of Unsold Units

Sponsor and/or its designee reserves the right, after the consummation of the Plan, to use or occupy itself or to rent or lease to a tenant who is not a Purchaser (for such rent and term and on such other conditions as may be agreed to between such parties) any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding and residents of the Condominium may be comprised of both Unit Owners and tenants. Accordingly, a Purchaser may be acquiring a Unit from Sponsor that has been previously occupied, but such Unit will be delivered by Sponsor at Closing free and clear of all leases, tenancies and rights of occupancy. Further, it is possible that a significant portion of residents in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, 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).

Sponsor and/or its designee reserves 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 and/or its designee thereafter elects to sell any such Unsold Units, Sponsor and/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 Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to the Purchaser of the Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Unit.

Sponsor, its principals, managers, members, agents, designees, employees, and affiliates 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 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 Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to the Purchaser of the Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Unit.

CONTROL BY SPONSOR

Sponsor as the owner of Unsold Units will, at its option, have voting control of the Condominium Board during the period which continues until the earlier to occur of: (i) that date upon which the Declarant and its designees have sold Unit representing ninety (90%) of the aggregate Common Interests pertaining to the Units or (ii) five (5) years after the First Closing (the "Sponsor Control Period"). Notwithstanding the foregoing, Sponsor shall not have control over the Board from and after the time the Sponsor no longer has any ownership interest in any of the Units. During the Sponsor Control Period, 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 the Condominium Board. Sponsor may not exercise veto power over expenses in Schedule B, or expenses required to remedy any notice of violation, or to remedy any work ordered by an insurer.

After the end of the Sponsor Control Period, a majority of the Condominium Board must be Unit Owners who are unrelated to Sponsor and its principals. Within thirty (30) days after the end of the Sponsor Control Period, the Sponsor will call a special meeting of the Unit Owners at which time the Unit Owners will elect members to the Condominium Board to replace the positions the Sponsor is relinquishing.

The Condominium Board shall initially consist of three (3) persons designated by Sponsor. The Condominium Board will call for a special meeting of the Unit Owners to elect a new Board (the "First Annual Meeting") no later than one hundred and eighty (180) days after the First Closing. The First Annual Meeting shall be held not less than 10 days nor more than 40 days after such date. Commencing with the First Annual Meeting, the Condominium Board shall consist of five (5) persons. The number 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 Condominium Board as a result of its ownership of or interest in Unsold Units. Sponsor shall retain voting control of the Condominium Board if Sponsor and its designees are able to cast sufficient votes at such meetings to establish such control. During the Sponsor Control Period, Sponsor shall have the right to designate a majority of the members of the Board instead of voting the Common Interests attributable to the Unsold Units owned by it. In addition, Sponsor, for so long as Sponsor owns one (1) Unit, shall have the right, at its option, to designate at least one member of the Condominium Board. Notwithstanding the foregoing, for as long as Sponsor has the voting power to control the Condominium Board, the Condominium Board shall have three (3) members.

Sponsor and its designees may exercise veto power over some actions of the Condominium Board. Sponsor may not exercise veto power over expenses in Schedule B, or expenses required to remedy any notice of violation, or to remedy any work ordered by an insurer. For a period ending not more than five (5) years after the First Closing or whenever the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, or (b) assess any General Common Charges, Residential

Common Charges or Residential Limited Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as 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 Residential 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 Condominium Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

Sponsor's Veto Power

During the Sponsor Control Period, Sponsor may not exercise veto power over expenses described in the Section entitled "Schedule B- Projected Budget for First Year of Condominium Operation" (the "Budget") or over expenses required (i) to comply with applicable laws or regulations; or (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. 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 First Closing or whenever the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board, which shall initially be comprised of three (3) persons chosen by the Sponsor. On or before the date which is no later than one hundred and eighty (180) days after the First Closing, the Condominium 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 Condominium Board shall resign, and the Unit Owners shall elect a new Condominium Board consisting of five (5) members elected by the Unit Owners. In addition, Sponsor, for so long as Sponsor owns at least one (1) Unit, shall have the right at its option, to designate at least one (1) member of the Condominium Board. (See the Section entitled "Control by Sponsor.") Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

After the end of the Sponsor Control Period, a majority of the Condominium Board must be Unit Owners and must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals; however, Sponsor, after the end of the Sponsor Control Period, may vote its interests for Unit Owners of its choice who are not affiliated with Sponsor. Except for Board members designated by Sponsor or its designee, all members of the Condominium 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 Condominium Board shall continue to serve on the Condominium Board if, during his term of office, said member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation.

The Board shall 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 Condominium 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 five (5) members of the Condominium Board 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 Condominium Board shall mail a notice of each annual or special meeting of the Condominium 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 and/or its designees with respect to Unsold Units) shall be entitled to cast one vote for each percentage interest in the Common Elements that he or she owns. 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 one vote based upon the percentage of Common Interests that he or she owns.

The principal officers of the Condominium Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The initial members of the Condominium Board shall be Kenneth S. Horn, Joel Breitkopf and Alex Saltzman who shall serve as President, Vice President, and Secretary/Treasurer of the Condominium Board respectively. Notwithstanding anything to the contrary contained herein, the foregoing individuals shall have no personal liability whatsoever for any action taken by them as members of the Condominium. Each of these individuals is a principal of or is affiliated with the Sponsor or its principals. The Condominium 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 Condominium Board are to be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any significant expenditure by the Condominium Board must be countersigned by two members of the Condominium Board.

The Bylaws provide that to the extent permitted by applicable law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of the Condominium Board or of any managing agent or manager in connection with the affairs or operation of the Condominium or any 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 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 Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

The term of office of the members of the Condominium Board shall be for one year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium 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 Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Condominium 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 Condominium Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Condominium Board shall continue to serve on the Condominium Board if, during his term of office, said member shall cease to be a Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board

membership shall not apply to members of the Condominium Board designated by Sponsor or its designee.

Upon the affirmative vote of a majority of the members of the Condominium 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.

At the option of the Board, 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.

Generally, subject to certain exceptions concerning, among other things, Sponsor or the provision regarding the leasing of the Units, and provided that required consents of the Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations 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 Regulations shall be effective in any way (a) without the prior written consent of Sponsor or its designee or the owner of 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 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 (b) 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.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sales and Leases of Units

Each Unit Owner may sell or lease his or her Unit provided such Unit Owner (the "Transferor") first gives the Condominium Board, on behalf of all Unit Owners, notice of his or her intention to sell or lease such Unit 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 8 of the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within twenty (20) days after receipt of the offering Unit Owner's notice, the Transferor will have an additional sixty (60) days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said sixty (60) day period or such sale or lease is not consummated within an additional sixty (60) days following the expiration of said sixty (60) day period, the Transferor will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such sixty (60) day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. In any vote of all the Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Condominium Board for the purpose of determining whether the Condominium Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit. 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. The Condominium Board shall have the right to utilize the powers and duties outlined in Article 2 of the By-laws with respect to raising the necessary funds for the acquisition and maintenance of a Unit(s) by the Board of Managers on behalf of the Unit Owners. Any Unit owned or leased by the Board of Managers shall be used and occupied in accordance with the Condominium Declaration and By-laws. All proceeds from the sale or lease of such Unit shall be deposited in the name of the Board of Managers (or in the name of the managing agent appointed by the Board of Managers) in such depositories as may from time to time be designated by such Board and held on behalf of the Condominium.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex age, disability, marital status or other grounds prohibited by law.

All leases shall be consistent with the By-Laws and subject to state and law. All leases shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium 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.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Condominium Board.

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

The restrictions upon the sale and lease of Units shall not apply to Sponsor or its designee with respect to any Unsold Units 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 for any period whatsoever to the Condominium 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 General Common Elements and the Limited Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the General 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 General 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 Condominium 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. In addition, upon the sale of any Unit, the transferee shall be obligated to pay to the Board an amount equal to two (2) months' Common Charges attributable to the subject Unit.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit, the Purchase 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 addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Unit acquired from Sponsor for twelve (12) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

Superintendent's Unit

After the First Closing, Sponsor will sell to the Condominium Unit 1A or such other unit as the Sponsor may designate at its sole discretion provided, however, that if another Unit is selected, the purchase price and other costs will be the same (the "Superintendent's Unit") to the Condominium, which will own such Unit on behalf of all Unit Owners and will use the same for the residence of the Superintendent. The Plan will be amended upon the consummation of this transaction to disclose all relevant terms and costs of this transaction. Please refer to the Section entitled Superintendent's Unit in Section "Description of Property and Improvements" of the Plan for specific information.

Use of Units

Units may be used as a residence or for any lawful purpose, provided such use is permitted by law, 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 under the age of ten (10) years lives or resides (even temporarily) in the Unit.

Sponsor or its designee may, without the permission of the Condominium 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.

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, 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 Condominium Board. Such provision shall not apply to such installations or modifications performed by Sponsor or Sponsor's designees. No radio or television aerial, satellites or other similar device shall be erected by Unit Owners on

the roof or exterior walls, windows, terraces or balconies of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board.

No more than two (2) pets may be kept in a Unit without the consent of the Condominium Board or the Managing Agent. 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, 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 Condominium 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 Condominium 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.

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, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against his Unit, other than Permitted Mortgages.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents", in certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or 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, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

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 Common Interests. In addition, Common Charges shall also be deemed to include any special assessment impose by the Condominium Board. 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 General 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 General Common Elements and Limited Common Elements. Common Expenses may include amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium 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 General 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 Condominium Board. The Condominium Board will allocate the pro rata share of such expenses among the Unit Owners in accordance with their respective Common Interests.

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, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium 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 Condominium Board to Sponsor and the Unit Owner(s) in proportion to the amount of time Sponsor and each Unit Owner owned such Unit. Neither Sponsor, Selling Agent nor any of their principals, managers, members, agents, designees, employees or affiliates make any representations that there will be any excess receipts for rebate to Units 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 (a) the Condominium Board will prepare a budget for General Common Expenses and allocate, as aforesaid, and assess Common Charges to the Unit Owners to meet such expenses and (b) the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board to which they are payable, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of the By-Laws and pursuant to Section 339-z of the Real Property Law, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit 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 appropriate Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien.

The Condominium 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 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 Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself from 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 Condominium 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 Condominium 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 Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

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 General 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 General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Condominium Board 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 Condominium Board.

Notwithstanding the above, all normal maintenance, repairs and replacements of any Terrace shall be made by the Unit Owner having access to same, at his or her own cost and expense, but any structural repairs to such Terrace (including any leaks which are not caused by the negligence of the Unit Owner having access to the same) will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense. Any Unit having access to a Terrace shall keep it free of snow, ice and accumulation of water. In accordance with the By-Laws, the Condominium Board may require a Unit Owner to remove plantings and other installations on such Unit Owner's Terrace, if the Condominium Board, in its reasonable discretion determines that such plantings and other installments adversely affects the integrity of the roof. Any planting or other installations to be placed on Terraces shall be subject to New York City and the Department of Buildings weight restrictions.

The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The exterior glass surfaces of all windows may, at the option of the Condominium Board, be washed and cleaned by the Condominium Board and the cost thereof shall be a Common Expense; otherwise Unit Owners shall be obligated to clean such windows at their own cost and expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Condominium Board at the sole cost and expense of the owner of such Unit (unless such breakage is caused by the Condominium 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 Condominium Board or such Unit Owner).

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or appropriate Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep his Unit in such condition, the Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section entitled "Rights of Access.")

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 each Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the 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.

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 Condominium Board and until Sponsor has obtained a permanent certificate of occupancy for the Building, 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 Board. The Condominium 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.

Moreover, Unit Owners are required to comply with all LPC restrictions and requirements concerning alterations and improvements to a Unit Owner's respective Unit. All additional costs associated with obtaining approval by LPC for alterations or improvements to an individual unit shall be borne by the Unit Owner.

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 Condominium 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.

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 Condominium Board from time to time and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium 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 Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The Condominium 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.

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 any addition, alteration or improvement to be made in a Unit, unless approved and executed, if necessary, by the Condominium Board. Notwithstanding the previous sentence, until a permanent Certificate of Occupancy is obtained, the Condominium shall not consent to the filing of an application for a permit for any addition, alteration or improvement by any Unit Owner (except for the Sponsor for which no consent is required). The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, 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 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 and Common Elements 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 power of attorney to be executed by each Unit Owner upon acquisition of the 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 temporary or permanent certificate of occupancy for such Unit, other Units or the Building, then upon the written request of Sponsor or the Condominium Board, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the 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.

Generally, all alterations or improvements in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged as a General Common Expense. Repairs, maintenance replacements, restorations, improvements, alterations and additions in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Sponsor, without the consent of the Condominium Board, may make any alteration, addition, improvement or repair in or to any Unsold Unit (not currently in contract to be purchased by a Purchaser) or the General Common Elements provided that the work is performed by Sponsor in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration.

In addition, Sponsor, its principals, managers, members, agents, designees, employees, and affiliates may erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purpose of advertising the availability of Units for sale or rental any Unsold Unit 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.

Rights of Access

As more fully set forth in the By-Laws, the Board and any managing agents, managers, superintendents 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. Sponsor will have a right of access to any Unit to further purposes set forth in the Plan. 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 punch-list work or for the purpose of performing or completing construction in the Building. The Sponsor shall only be obligated to perform punchlist work while the Purchaser or its agent is present in the Unit unless the Purchaser provides Sponsor with a release confirming that Sponsor has the right to enter the Unit upon reasonable hours to make the repairs and that the Purchaser shall be responsible for clearing the area to be repaired, removing any valuables and protecting any furniture or other personal property in and around the subject area. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

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.

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.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the Building and the Common Elements, or any combination thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective General Common Interests in the proportion that the cost of repairing the damage or destruction to the Building and General Common Elements bears to the total cost of repairing all damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective General 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 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, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the 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 a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) 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 (but in no event less than $1,000,000 per occurrence and $2,000,000 in the aggregate, with an umbrella excess liability policy of not less than $25,000,000), covering the Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium, the Permitted Mortgagees and Unit Owners, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit or within the Limited Common Elements, if any, exclusive to his Unit; (b) 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, each of the Boards 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); (c) rent insurance in an amount equal to Common Charges for one year; (d) worker's compensation and New York State disability benefits insurance; (e) boiler and machinery insurance; (f) plate glass insurance to the extent, if any, determined by the Condominium Board; (g) water damage insurance to the extent, if any, determined by the Condominium Board; (h) elevator liability and collision insurance; (i) fidelity insurance covering all Boards and all officers, directors and employees of the Condominium; (j) directors and officers liability coverage; and (k) such other insurance as the Condominium Board may determine. Each Unit Owner shall be an additional insured as well as the Sponsor, its principals, managers, members, agents, designees, employees, and affiliates.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting 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. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be

delivered to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the 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 Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting 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 Condominium 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 Condominium Board, 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 Condominium Board). If any such insurance carrier, agent, broker or other party fails to make such determination and the Condominium Board fails to agree on a determination or disagrees with any such determination made by such insurance carrier, agent, broker or other party, the matter shall be determined by arbitration pursuant to the By-Laws.

The Condominium 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 Condominium Board from time to time and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium 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 Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The Condominium 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.

Liability of Boards of Managers and Unit Owners

Every contract made by the Condominium Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners, respectively, and the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (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, 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 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 Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The 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.

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.

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 Representative, 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.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. 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 Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Sponsor, its principals, managers, members, agents, designees, employees, and affiliates have no affirmative obligation to commence, pursue or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units. At this time, there are no tax certiorari proceedings pending.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the General or Limited Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the General or Limited Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the General Common Elements and the Limited Common Elements.

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 Boards 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 General Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Limited Common Elements relating to the Building, as the case may be, provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. The Sponsor, its principals, managers, members, agents' designees, employees, and affiliates 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 and the leasing of space in any Unit.

As set forth in the Declaration, the Condominium and the Building shall be designated and known as "378 West End Avenue 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 the Board or Unit Owner.

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.

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 pro rata share (in the proportion that his 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.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, or subject to, any lien arising from the non-payment of, nor will the Unit be subject to, any lien arising from non-payment of taxes on other units. It is estimated that the aggregate real estate taxes attributable to all Unit Owners for the first year of Condominium operation will total approximately $2,837,334, based on an opinion prepared by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP, 6 East 45th Street, New York, New York 10017 dated September 4, 2019 which assumes (a) an average projected actual assessed valuation attributable to the residential portion of the Property of $1,344,000 and $1,493,333 for 2021/2022 and 2022/2023 respectively and (b) a projected tax rate of 12.8% per $100 of assessed valuation for 2021/2022 and 2022/2023. The taxes during the second year of operation, and subsequent years will also be higher than the taxes during the first year of operation. The estimated real estate taxes for the second year of operation are set forth in the opinion prepared by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP and included in Part I of this Plan.

Estimated Initial Budget Year Real Estate Taxes	$2,837,334
Estimated Post Construction Real Estate Taxes	$3,584,000

The taxes during the second year of operation, and subsequent years will also be substantially higher than the taxes during the first year of operation. Prospective purchasers should be aware that the taxes projected for the initial budget year are temporarily and artificially low. The opinion prepared by Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP included in the Plan sets forth the projection for real estate taxes in the second year of operation.

Please refer to the opinion of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP as set for in Part I of the Plan for further discussion regarding real estate taxes for the residential portion of the Property.

Neither Sponsor, its principals, managers, members, agents, designees, employees or affiliates nor Selling Agent, its principals' managers, members, agents, designees, employees or affiliates shall have any liability to a Purchaser in the event such Purchaser's mortgagee requires the Purchaser to pay real estate taxes in escrow at Closing.

NEITHER SPONSOR, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES, OR AFFILIATES NOR SELLING AGENT, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, THE TAX RATE OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Unit will be determined by multiplying the total taxes due with respect to the Units by a percentage derived by dividing the Common Interest of each Unit by the total Common Interests of all Units. 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 percentage interest in the General Common Elements rather than purchase price, or some combination of the two, and if so, 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 Unit Owners, or (ii) for individual Unit Owners, provided that each such 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 the alteration of an existing improvement) are phased in over five fiscal tax years in annual increments of twenty percent 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.

TAXES -- DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Units by purchasers who use such Units as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Schwartz Sladkus Reich Greenberg Atlas LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan.

SCHWARTZ SLADKUS REICH GREENBERG ATLAS 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.

Deductibility of Mortgage Interest and Real Estate Taxes

Each Unit Owner will own his or her Unit and its appurtenant interest in the General Common Elements in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner will own his Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Schwartz Sladkus Reich Greenberg Atlas LLP that a Unit Owner who uses his or her 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 mortgage interest is deductible generally only with respect to (1) secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $750,000) plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. 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. The Federal limitation on the deduction for real estate taxes and state and local taxes combined is $10,000. The amount of any available deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax cots and benefits, if any, of ownership of a Unit.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," under Section 528 of the Internal Revenue Code of 1986, as amended, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will qualify as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended. Assuming the Condominium does not qualify as a homeowner's 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 homeowner's 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, as counsel to Sponsor, bases its opinion, will Schwartz Sladkus Reich Greenberg Atlas LLP not change. In no event will Sponsor, the Selling Agent, the Managing Agent or any of Schwartz Sladkus Reich Greenberg Atlas LLP her person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

TAX OPINION OF
SCHWARTZ SLADKUS REICH GREENBERG ATLAS LLP

SCHWARTZ
SLADKUS
REICH
GREENBERG
ATLAS LLP

Jeffrey M. Schwartz – Direct 212-743-7018 – jschwartz@ssrga.com

September 29, 2020

378 WEA Owner LLC
c/o Alchemy Properties Inc.
800 Third Avenue, 22nd Floor
New York, NY 10022

Re: 378 West End Avenue Condominium (the "Condominium")
Premises: 378 West End Avenue, New York, New York

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 the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (i) of ownership of the Unsold Residential Units, any Residential Unit that is used for mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Commercial Unit), or (ii) of 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 meanings as in the Plan.

BACKGROUND

Factual Matters/Plan Documents

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.

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 tax assessment with respect to his or her interest in the Property.

Assumptions

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. More specifically, as discussed below, in considering whether the Condominium qualifies as a homeowners association, we have assumed that (i) the Residential Units are used by individuals for residential purposes, (ii) the actual gross income and expenditures of the Condominium will be as estimated for the Condominium's first year of operations, as set forth in Schedule B to the Plan, (iii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (iv) there are no changes in the facts and/or the relevant provisions of current law.

DEDUCTIBILITY OF REAL ESTATE TAXES AND MORTGAGE INTEREST

Federal Income Tax

Under the circumstances described, 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 (Part I) C.B. 300.

Accordingly, it is our opinion that 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, subject to (i) a $10,000 ($5,000 in the case of a married individual filing a separate return) annual limitation for state and local taxes, including income and real property taxes, as set forth in Section 164 of the Code (for taxable years beginning after December 31, 2017, and before January 1, 2026),[1] and (ii) an overall limitation on itemized deductions as set forth in Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and (assuming a cash basis taxpayer) paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult with their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

---

[1] This limitation was added to the Code by the Tax Cuts and Jobs Act of 2017. In July 2018, several states, including New York, filed a lawsuit in the Southern District of New York against the Federal government alleging, among other things, that this limitation is an unconstitutional restriction of the sovereign tax authority of the States. We express no opinion as to the merits of this lawsuit or its possible outcome.

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 that is incurred in acquiring a principal or secondary personal residence and, for taxable years beginning after December 31, 2017 and before January 1, 2026, only up to an aggregate indebtedness of $750,000 (or $375,000 in the case of a married individual filing a separate return) Interest on mortgage indebtedness that does not satisfy these requirements, such as home equity indebtedness, or is in excess of these limitations, is not deductible. In addition, special limitations also apply to the deductibility of points and other prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions. Purchasers should further note that, for a taxable year beginning after December 31, 2017 and before January 1, 2026, the aggregate deduction for state and local real property taxes, state and local personal property taxes, state and local, and foreign, income, war profits, excess profits taxes, and general sales taxes (if elected) for any tax year is limited to $10,000 ($5,000 in the case of a married individual filing a separate return)..

Accordingly, it is our opinion that an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled under current law 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 (assuming a cash basis taxpayer) 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 $750,000 ($375,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her 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 at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult with 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.

New York State and City Income Tax

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. 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. Furthermore, purchasers should consult with 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.

Exemption

With respect to the real property taxes payable by a Residential Unit Owner that gives rise to an entitlement to a deduction, section 458 of the Real Property Tax Law of the State of New York provides that certain Residential Unit Owners who are veterans of the United States armed forces, or certain relatives of such veterans, may be entitled to exemptions with respect to part of such real property taxes otherwise assessed against their Residential Units.

QUALIFICATION AS A HOMEOWNERS ASSOCIATION

Application of Section 528 of the Code

It is our opinion that under present circumstances the Board of Managers will be eligible to elect to be exempt from Federal income tax on Common Charges collected from the Unit Owners pursuant to Code Section 528, an exemption that would exist for a condominium association that qualifies as a "homeowners association" under such Section.

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, at least eighty-five (85%) percent of the total square footage of all Units will be used by individuals for residential

purposes. Accordingly, the Condominium can qualify as a homeowners association.

Alternatives to Section 528 of the Code

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 Residential Board and the Commercial Board (the "Boards") 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 would not be considered income earned by the Condominium through the Board collecting such charges. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. 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 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.

Status for New York State and New York City Tax Purposes

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, it appears likely that 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 is still possible, although not certain, that the Condominium might be subject to the New York State Franchise Tax. Further, in such event, it likely would be subject to the New York City Unincorporated Business Tax, unless the Condominium was eligible for and elected treatment under Code Section 528 as a homeowner's association.

Purchasers should be advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. Purchasers should not rely on any representations in Plan addressing taxes without first consulting a tax expert.

****

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 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, Schwartz Sladkus Reich Greenberg Atlas LLP, the Boards, 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.

This opinion was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this opinion. Each purchaser should seek advice based on his or her particular circumstances from an independent tax advisor.

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,

SCHWARTZ SLADKUS REICH
GREENBERG ATLAS LLP

Jeffrey M. Schwartz

339-i OPINION OF
SCHWARTZ SLADKUS REICH GREENBERG ATLAS LLP

SCHWARTZ
SLADKUS
REICH
GREENBERG
ATLAS LLP

Jeffrey M. Schwartz – Direct 212-743-7018 – jschwartz@ssrga.com

September 10, 2020

378 WEA Owner LLC
c/o Alchemy Properties Inc.
800 Third Avenue, 22nd Floor
New York, NY 10022

Re: 378 West End Avenue Condominium (the "Condominium")
Premises: 378 West End Avenue, New York, New York

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 First Service Residential New York Inc. ("First Service") 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 First Service.

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, Schwartz Sladkus Reich Greenberg Atlas LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on

444 Madison Avenue, New York, NY 10022
Main: 212-743-7000 – Fax: 212-743-7001 – www.ssrga.com

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,

SCHWARTZ SLADKUS REICH
GREENBERG ATLAS LLP

Jeffrey M. Schwartz

AV/
/2322538

REAL ESTATE TAX OPINION OF
TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP
COUNSELORS AT LAW
6 EAST 45TH STREET
SEVENTH FLOOR
NEW YORK, N. Y. 10017
(212) 687-3747
FAX: (212) 599-4459

PAUL J. KORNGOLD
DONALD LIEBMAN
ERIC LINDEMANN *
BRETT J. GOTTLIEB

GRACE A. BETANCOURT
PHILIP M. PLATZ ***

* ALSO ADMITTED IN CT
*** ALSO ADMITTED IN NJ

September 4, 2019

378 WEA Owner LLC
800 Third Avenue
22nd Floor
New York, New York 10022

RE: 378 West End Avenue
Block 1169, Currently Lot 60
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate tax assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment to be levied upon the captioned premises as well as the taxes for the budget year for the first year of condominium operation which you have advised us will be the period December1, 2021 to November 30, 2022 as well as the first post construction tax year which will be the period July 1, 2022 to June 30, 2023. You have advised us that the project will consist of the demolition of the existing building and the construction of a residential multiple dwelling containing fifty eight residential units. You have also advised us that construction will commence shortly and you expect construction to be completed by the first quarter of 2022. This opinion only covers the residential portion of the condominium building.

In order to prepare this letter and the opinion set forth herein, we have been supplied with certain information upon which we have relied. This information includes your acquisition cost and the estimated construction costs. We have also been supplied with a square footage analysis of the project as well as plans prepared by Cook Fox architects. With the exception of information that is on publicly accessible web sites maintained by agencies of the City of New York, the factual information contained in this letter is based entirely on information provided to us by you or your agents and we have made no independent investigation of such information. This opinion letter and projection of future real estate tax assessments and taxes is provided solely as an estimate of such assessments and taxes and we accept no liability in the event the opinions expressed herein are not accurate. The projection of real estate taxes for years into the future is highly speculative and subject to change.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of economic value.

2. The estimate of the cost of the construction.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The final assessment roll containing the final 2019/2020 assessed values was published on May 28, 2019. The final 2019/2020 assessment roll showed the following values:

Block/Lot	Actual Assessed Value	Transitional Assessed Value	Tax Class
1/1169/60	$17,025,750	$14,670,810	4

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate. The 2018/2019 tax class 2 residential tax rate has been set at $12.612 for each $100 of assessed valuation. The 2019/2020 rates will be set later this year.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property.

Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an increase in value for the 2021/2022 and 2022/2023 tax years as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five year phase in. However, since a portion of the condominium located at 378 West End Avenue will not be new but rather gut renovated, we believe that some of the increase will be phased in over a five year period and ths we are basing our calculations for taxes on a transition assessed value. In future years, any increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

We have been advised that in determining the assessed values for the individual units, since November 28, 2005 the revised procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus the allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration.

In June of 2019, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2021 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Governor Cuomo is expected to sign this bill into law. Assuming the post construction assessed value is set as estimated in this letter, the abatement **for eligible unit owners** would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for immediately successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. Therefore, in predicting the taxes on this building we have not given any consideration to this current tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility. We also point out that Senate Bill S6219 also was passed by the NYS Legislature would mandate that a condominium or cooperative building that takes the coop-condo abatement and has an average assessed value per apartment of $60,000 or greater will be required to pay all building service employees a prevailing wage. It is not clear as of the date of this letter if the Governor will sign the bill into law or if he will veto the bill.

We caution you that it is likely that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, it is our estimate that the total transition assessed value of the property will be $18,000,000 for the 2021/2022 tax year which includes seven months of the initial budget year and a transition assessed value of $28,000,000 which includes five months of the 2022/2023 tax year. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is possible that there may be a substantial deviation from our estimate in the assessed value for both the 2021/2022 and 2022/2023 tax years. **Prospective purchasers should be aware that the taxes projected for the initial budget year are temporarily and artificially low.**

Therefore assuming the class 2 tax rate increases to $12.80 for each $100 of assessed valuation we make the following projections of the real estate taxes ***prior to any abatements or exemptions*** for the initial budget year December 1, 2021 through November 30, 2022 and the first post construction tax year July 1, 2022 through June 30, 2023:

December 1, 2021 through June 30, 2022 (7 Months of the 2021/2022 Tax Year)

Assessed Value	Tax Rate	Tax (7 Months)
$18,000,000	12.8%	$1,344,000

July 1, 2022 through November 30, 2022 (5 Months of the 2022/2023 Tax Year)

Assessed Value	Tax Rate	Tax (5 Months)
$28,000,000	12.8%	$1,493,333

Estimated Initial Residential Budget Year Real Estate Taxes	$2,837,334
Estimated Post Construction Residential Real Estate Taxes	$3,584,000

Based upon our previous experience with such proceedings, we have issued the within letter which the specific understanding our opinion is not a guarantee of the amount of future real estate taxes. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in economics or the applicable statutes, rules and regulations of the City of New York, decisional laws or

administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate.

Our firm has an extensive practice in real estate tax review matters and in 421-a and J-51 tax exemption/ tax abatement applications, and we currently represent the owners of approximately 3,000 buildings in the City of New York, and file applications for correction of the tax assessments and tax exemptions/tax abatements on these properties. This firm and its predecessors have been engaged in such practice for a period in excess of 60 years. Additionally, the writer is the past chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters

Interested parties should be aware that the estimate of the real estate tax assessments and taxes for the initial and post construction years cover a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. The estimates set forth in this letter are merely our opinion. Changes in economics, law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes than the taxes estimated herein. This opinion letter is given as of the date hereof and we disclaim any obligation to you or any unit purchaser of any change which hereafter may be brought to our attention. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP

Tuchman, Korngold, Weiss, Liebman, & Lindemann, LLP

By: Paul J. Korngold

RESERVE FUND

The Condominium budget includes a Reserve Fund line item to be used for future major capital improvements of the Condominium. The Reserve Fund line item in the budget is to be funded entirely by the Unit Owners.

In view of the fact this Condominium is new construction it is anticipated that the Reserve Fund will be sufficient to pay for the replacement of capital items likely to be needed within the first 5 years of Condominium operation. No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners, collect a Special Assessment from each Unit Owner or borrow money subject to Sponsor's consent as long as the Sponsor retains one (1) Residential Unit in the Condominium.

During the period Sponsor is in control of the Board of Managers, the Reserve Fund will not be used to reduce the estimated Common Charges.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Reserve Fund.

Article 2.2.2 (v) of the By-Laws authorizes the establishment of a Reserve Fund.

Article 2.2.2 (o) of the By-Laws authorizes the Board of Managers to borrow money on behalf of the Condominium when required in connection with needed capital expenditures such as repair or replacement of Building components or systems or to remedy major Building defects, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in the Common Elements without the written consent of the Owners of said Residential Unit. No representation is made by the Sponsor as to the availability or cost of such financing. In the event the Condominium is unable to borrow the money, the Board of Managers may be required to assess each Residential Unit Owner for its applicable pro-rata share of the cost of the needed capital expenditure.

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of each Unit shall be required to make a contribution at the Closing of his Unit(s) to the working capital fund of the Building (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). A Reserve Fund is also being established for the Condominium. The Budget includes a line item for a Reserve Fund which is to be used for unanticipated expenses not included in the budget and for increases in operating expenses. This Reserve Fund is not funded by Sponsor, but is funded by the Unit Owners as part of the monthly common charges.

At the First Closing, Sponsor will apportion with the 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;

(10) service contracts; and

(11) 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 net adjustments will be made as soon thereafter as the undetermined amounts are ascertained from the Working Capital Fund. No such adjustments or apportionments are expected to be substantial. 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 working capital, adjustments, closing costs associated with the acquisition of the Superintendent's Unit, 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, and in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

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.

No representation is made that the Working Capital Fund, together with Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of operation, including, without limitation, the cost of any necessary repairs or replacements. 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, the 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. It is not anticipated that there will be a substantial credit to the Sponsor for prepaid expenses of the Condominium. 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. No representation will be made that there will be a minimum Wo

Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

Neither the Department of Law nor any other government agency has passed upon the adequacy of the Reserve Fund.

MANAGEMENT AGREEMENT

The Condominium Board will enter into a management agreement with Douglas Elliman Property Management, having an address at 675 Third Avenue, New York, N.Y. 10017, as the Managing Agent, with respect to the Building at or prior to the First Closing. The principal of the Managing Agent is not affiliated with Sponsor or its principals.

The management agreement provides for a term of two (2) years commencing on the First Closing and thereafter, if not otherwise terminated by the either Condominium Board on thirty (30) days written notice or the Managing Agent on sixty (60) days written notice.

The Managing Agent will receive an annual fee of $52,500.00 paid in equal monthly installments of $4,375.00 due and payable on the first day of each month. The Condominium Board will also be required to reimburse the Managing Agent for its reasonable and customary out-of-pocket expenses incurred in managing the Building. In addition, for services rendered to Unit Owners (other than Sponsor or its designee) in connection with processing applications to sell or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by any Boards, the Managing Agent shall receive either $700.00 (with a broker) or $750.00 (without a broker) from Unit Owners for processing each resale application. In addition, refundable fees for move-in may be required of each purchaser. Such fees may be retained by the Condominium in the event a Purchaser or its agents damage(s) the General Common Elements during the move in. The fees charged by the Managing Agent are consistent with fees charged with other managing agents managing buildings in Manhattan.

The duties and services to be rendered by the Managing Agent include, among others:

(1) billing and collecting Common Charges payable by Unit Owners and General Common Charges payable by the Condominium Board;

(2) causing the General Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board. The approval of the Condominium Board is necessary for any expenditure of over $5,000.00 for any one item of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(3) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its General Common Elements subject to the approval of the Condominium Board; provided, however that any contract having a term longer than one (1) year or for an amount in excess of $5,000.00 must be authorized by the Condominium Board;

(4) checking all bills received in connection with the maintenance and operation of the General Common Elements and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging the employees of the Condominium necessary for the proper maintenance and operation of the Building;

(6) rendering monthly statements of receipts and disbursements to the Condominium Board or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees;

(8) maintaining accurate sets of books for the Condominium Board;

(9) cooperating with the Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending monthly meetings of the Board and annual meetings of the Unit Owners, and preparing agendas and sending notices relating to such meetings; and

(11) generally, doing all things deemed reasonably necessary or desirable by the Boards for the proper management of the Building.

The Managing Agent, at the expense of the Condominium, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in the amount of $1,000,000 for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees. The Condominium Board is also required to indemnify the Managing Agent against liability for claims arising from the Managing Agent's management of the Building provided the Managing Agent was acting pursuant to the terms of the Management Agreement and was not guilty of gross negligence or willful misconduct. The Management Agreement is assignable by the Managing Agent only with the prior written consent of the Condominium Board.

IDENTITY OF PARTIES

Sponsor

The Sponsor is 378 WEA Owner LLC a Delaware limited liability company, formed on August 9, 2018, with an office at c/o Alchemy Properties Inc., 800 Third Avenue, 22nd Floor, New York, New York 10022. The New York State Secretary of State has been designated to receive service of process for Sponsor. The sole member of Sponsor is 378 WEA Mezz LLC ("Mezz"), a Delaware limited liability company, formed on August 9, 2018, having an office at c/o Alchemy Properties Inc., 800 Third Avenue 22nd Floor, New York, NY 10022, the sole member of Mezz is 378 WEA JV LLC ("JV"), a Delaware limited liability company, formed on August 9, 2018, with an office at c/o Alchemy Properties Inc., 800 Third Avenue 22nd Floor, New York, NY 10022, and Alchemy 378 WEA LLC ("Alchemy 378"), a Delaware limited liability company, formed on August 9, 2018, with offices at c/o Alchemy Properties Inc., 800 Third Avenue 22nd Floor, New York, NY 10022, is the administrative member of JV and authorized to take actions and decisions to cause Sponsor to develop the Property.

Kenneth S. Horn is a managing member of Alchemy 378 and is sole "principal" of the Sponsor, as such term is defined in 13 NYCRR, §20.1(c)(2) of the regulations governing Newly Constructed, Vacant or Non-residential Condominiums. Mr. Horn is a licensed real estate broker who has been in the real estate business for approximately thirty (30) years. Within the past five (5) years, Mr. Horn has been a principal of the Sponsor of The Woolworth Tower Residences Condominium, 2 Park Place, New York, New York 10007 (plan filed August 15, 2014), The Noma, 50 West 30th Street, New York, NY (plan filed February 18, 2016) and Two Fifty West 81ST (plan filed on October 6, 2017). Within the past few years, he has been a principal of a holder of Unsold Shares of 61 Lexington Avenue, New York, NY. Mr. Horn is current with respect to his financial obligations in the public offerings listed above. Mr. Horn is also the President and sole shareholder of Alchemy Properties Inc., the Selling Agent.

Offering plans for these buildings are on file with the Department of Law and are available for public inspection.

The affiliates of Sponsor's principals are current in their financial obligations with respect to the foregoing plans.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor or any individuals who own or control 10% or more of the equity interests in Sponsor; and no prior bankruptcies, convictions, injunctions and judgments against the Sponsor, any principals of the Sponsor any individuals who own or control 10% or more of the equity interests in Sponsor, and/or entities in which principals of the Sponsor were principals, that may be material to the Plan or to an offering of securities generally and that occurred within the 15 years prior to the submission of the Plan.

Selling Agents

Alchemy Properties Inc. ("Alchemy") with offices at 800 Third Avenue, 22nd Floor, New York, New York 10022, and Compass ("Compass") with a business address at 90 Fifth Avenue, 3rd Floor, New York, New York 10011 are the Selling Agents retained by the Sponsor in connection with the offering of Units.

Alchemy Properties Inc. is engaged in the brokerage and sale of residential properties in the New York metropolitan area. Alchemy Properties Inc. is wholly owned by Kenneth S. Horn. Mr. Horn is the managing member of a principal of the Sponsor. Alchemy is affiliated with Sponsor. Compass is engaged in the brokerage and sale of residential properties in the New York metropolitan area.

Neither Selling Agents, Sponsor nor any of Sponsor's principals, its architect/engineer will provide services to the Condominium subsequent to the commencement of condominium operations.

There have been no prior felony convictions of Selling Agents or any principals of Selling Agents and no prior convictions, injunctions and judgments against Selling Agents, or any principals of Selling Agents 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.

Managing Agent

Douglas Elliman Property Management ("Douglas Elliman"), a New York limited liability company having an office at 675 Third Avenue, New York, New York 10017 will be the managing agent for the Building. The Managing Agent is not affiliated with Sponsor. The managing agent has been engaged in the development ownership, operation and management of New York City residential properties for over 25 years and currently manages over 250 cooperative and/or condominium buildings.

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 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.

A list of a sampling of the properties which have been managed by Douglas Elliman Property Management include:

1. 10 Madison Avenue, New York, New York;
2. 20 East End Avenue, New York, New York; and
3. 10 West End Avenue, New York, New York.

Attorneys for Sponsor

Sponsor has retained the law firm of Schwartz Sladkus Reich Greenberg Atlas LLP, having an office at 444 Madison Avenue, New York, New York 10016 to represent it in connection with the Plan. Schwartz Sladkus Reich Greenberg Atlas LLP prepared the Plan, the Declaration, the By-Laws and the forms of Purchase 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 Units and compliance with Section 339-i of the Real Property Law. Jeffrey M. Schwartz had principal responsibility for the preparation of the Plan. Schwartz Sladkus Reich Greenberg Atlas LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor's Architects/Engineers

The architect who prepared the Description of Property set forth in Part II of the Plan and the plans and specifications for the Building is CookFox Architects having an office at 250 West 57th Street, 17th Floor, New York, New York 10107 has extensive experience in residential design and overall planning for approximately 16 years.

WSP having an office at One Penn Plaza, 2nd Floor, 250 West 34th Street, New York, NY 10119, is the mechanical engineer for the Building. With a team of approximately 9,500 employees, including engineers, technicians, scientists, architects, planners and other professionals, WSP has been providing professional engineering design services for over 17 years.

Sponsor's Condominium Budget Expert

Douglas Elliman Property Management, a New York limited liability company, having an address at 675 Third Avenue, 6th Floor, New York, New York, has over twenty five (25) years' experience managing residential, mixed-use properties and rental buildings in the City off New York and assisted in reviewing the Projected Budget for First Year of Condominium Operations and provided the certification of budget and the certification of budget and common charges. Douglas Elliman is not affiliated with Sponsor and it estimated all amounts of income and expenses in Schedule B, "Projected Budget For First Year", and opined on the adequacy of the Budget.

Relationship to the Sponsor

Other than Alchemy Properties, Inc., none of the professionals identified herein have a financial interest in the Property, or in Sponsor, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

REPORT 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 30 days 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).

RECORDATION, INSPECTION AND DELIVERY OF DOCUMENTS

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 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.

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 Purchase 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 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 a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the date of presentation of said amendment. Sponsor shall promptly return any Down Payment, together with any interest thereon, to Purchasers who rescind, except that Sponsor shall retain the Down Payment (and any interest thereon) of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's 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 have 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.

EXCESS DEVELOPMENT RIGHTS

Sponsor is retaining any unused zoning or development rights and the right to sell any such rights or develop them as the Sponsor may deem advisable. If the applicable provisions of the Zoning Resolution change in the future, such changes may generate transferable Excess Development Rights which will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premise, the light and air of the Building and views from Units and/or Terraces and Balconies may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth as Exhibit 4 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

378 WEST END AVENUE CONDOMINIUM

378 WEST END AVENUE

NEW YORK, NEW YORK

EXHIBIT "1"

PURCHASE AGREEMENT FOR RESIDENTIAL UNIT

PURCHASE AGREEMENT

378 WEA Owner LLC.

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

378 WEST END AVENUE CONDOMINIUM
378 West End Avenue
NEW YORK, NEW YORK 10024

TABLE OF CONTENTS

Page

Introduction

1. THE PLAN.. 1
2. DEFINITIONS. 1
3. THE UNIT. 1
4. PURCHASE PRICE. 1
5. AGREEMENT NOT CONTINGENT UPON FINANCING.. 2
6. CLOSING OF TITLE. 2
7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY. 3
8. MARKETABLE TITLE.. 3
9. CLOSING ADJUSTMENTS. 4
10. MORTGAGE TAX CREDIT.. 4
11. CLOSING COSTS. 5
12. DOWN PAYMENT. 5
13. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. 5
14. AGREEMENT SUBJECT TO MORTGAGE. 5
15. DEFAULT BY PURCHASER. 6
16. WITHDRAWAL OR ABANDONMENT OF PLAN. 6
17. SPONSOR'S INABILITY TO CONVEY THE UNITS. 7
18. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. 7
19. ACCEPTANCE OF CONDITION OF PROPERTY. 7
20. DAMAGE TO THE UNIT. 8
21. NO REPRESENTATIONS. 8
22. PROHIBITION AGAINST ADVERTISING. 9
23. BROKER.. 9
24. AGREEMENT MAY NOT BE ASSIGNED. 9
25. BINDING EFFECT. 9
26. NOTICES. 10
27. JOINT PURCHASERS. 10
28. PERFORMANCE BY AND LIABILITY OF SPONSOR. **Error! Bookmark not defined.**
29. FURTHER ASSURANCES. 10
30. COSTS OF ENFORCING AND DEFENDING AGREEMENT. 10
31. SEVERABILITY. 10
32. STRICT COMPLIANCE. 10
33. GOVERNING LAW. 10
34. WAIVER OF JURY. 11
35. ENTIRE AGREEMENT. 11
36. CERTAIN REFERENCES. 11
37. CAPTIONS. 11
38. RULE OF CONSTRUCTION. 11
39. SUCCESSORS AND ASSIGNS. 11
40. NO ORAL CHANGES. 11
41. AMENDMENTS TO THE PLAN. 11

42. ESCROW FUND REGULATIONS. 11
43. ESCROW FUND REGULATIONS. 11

UNIT NUMBER(S)_____

PURCHASE AGREEMENT

378 WEST END AVENUE CONDOMINIUM
378 West End Avenue
New York, New York 10024

(to be executed in quadruplicate)

AGREEMENT, made as of _____, 20__, between 378 WEA Owner LLC., a Delaware Limited liability company, having an office at c/o Alchemy Properties, Inc. 800 Third Avenue, 22nd Floor, New York, New York 10022 ("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 378 WEST END AVENUE 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.

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit(s) ____("Unit"), together with the percentage of undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

The purchase price for the Unit (the "Purchase Price") is $_____

The Purchase Price is payable as follows:

$_____ [an amount that is at least 15% of the Purchase Price] (the "Initial Down Payment"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged; and

$_____, constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

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 Initial Down Payment and the Additional Down Payment (referred to collectively as the "Down Payment") shall be made payable to "Schwartz Sladkus Reich Greenberg Atlas LLP, Escrow Agent". Checks for the balance of the Purchase Price shall be made payable to the direct order of "***378 WEA Owner 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 Down Payment 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) stated in Section 4 of this Agreement, and Purchaser understands and agrees that his failure to obtain such financing will not relieve him of his obligations hereunder. Purchaser further understands and agrees that if he chooses to finance his 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 his financial status or condition shall release or relieve him of his obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

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 the Purchase Agreement is executed prior to the Plan being declared effective, the Closing shall not occur until at least thirty (30) days after the Plan is declared effective. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra 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 and will be given not less than two (2) business days prior to the new scheduled date and time for closing.

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.

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.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY.

At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant 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.

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.

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.

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 (ii) 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. 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 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 of New York, having an address at 633 Third Avenue, New York, New York 10017, Tel: (212) 922-9700; Fax: (212) 922-0881 (or such other title insurance company as Purchaser may utilize), 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.

9. CLOSING ADJUSTMENTS.

Subject to Paragraph 15 hereof, the following adjustments shall be made as of midnight, of the day preceding the Closing Date with respect to the Unit:

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;

Common Charges for the month in which title closes; and

accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

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 8.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

Purchaser hereby agrees that, if Sponsor obtains 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.

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.

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. 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." The Closing Costs and Adjustments include, but are not limited to, the following:

(i) The New York City Real Property Transfer Tax;

(ii) The New York State Transfer Tax;

(iii) The New York State Additional Transfer Tax (commonly referred to as the "Mansion Tax");

(iv) A working capital contribution equal to two (2) month's Common Charges;

(v) Prorata share of Super Unit's closing costs; and

(vi) The legal fees of Sponsor.

12. DOWN PAYMENT. The Down Payment 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 Down Payment 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. 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 Down Payment to Seller in the event Seller 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 Down Payment, 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.

13. BINDING EFFECT OF 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

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.

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).

If Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's 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 0.03% 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.

16. 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, this Agreement shall be deemed canceled and, not later than ten (10) days thereafter, Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and, upon

making such payment, neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNITS. 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, 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. 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 which relate to appliances, equipment or fixtures located in the Unit.

19. 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 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. 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 permanent certificate of occupancy covering the Unit. Purchaser will receive five (5) business days' notice that the Unit is available for inspection. If Purchaser fails to inspect the Unit within said five (5) day period, 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.

Sponsor will not be obligated to correct, and will not be liable to the Board or Unit Owner except 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" and applicable law.

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same, but Sponsor will not be obligated to replace any such surfaces.

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

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, 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 Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

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, 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.

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate

taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser 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.

22. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. In addition, a Purchaser (other than a Purchaser purchasing for such Purchaser's own occupancy) may not advertise, list or sell a Unit acquired from Sponsor for twelve (12) months after acquisition of such Unit (provided however, such limitation shall not apply from and after the date that the Sponsor conveys title to all of the Units). Any such conveyances in violation of the foregoing will be voidable by Sponsor.

23. 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 broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 23 shall survive the closing of title.

24. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. 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.

25. 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.

26. NOTICES. 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 Schwartz Sladkus Reich Greenberg Atlas LLP, 444 Madison Avenue, New York, New York 10022, Attn: Jeffrey M. Schwartz, Esq. 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.

27. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

28. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. 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 provided that Sponsor is deemed the prevailing party in any such action or dispute.

30. 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.

31. 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.

32. 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 law.

33. WAIVER OF JURY. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby.

34. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

35. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

36. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way, define, limit or describe the scope of this Agreement or the intent of any provision hereof

37. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

38. 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.

39. 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.

40. 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 Down Payment, together with any interest thereon, pursuant to this Agreement within thirty (30) days.

41. ESCROW FUND REGULATIONS.

42.1 The law firm of Schwartz Sladkus Reich Greenberg Atlas LLP, with an address at 444 Madison Avenue, New York, New York 10022, telephone number (212) 743-7000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jeffrey M. Schwartz, Steven D. Sladkus, Jeffrey S. Reich, Eli Greenberg and Jason Atlas. 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.

42.2 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.

42.3 The Escrow Agent has established the escrow account at Signature Bank, N.A., located at 950 Third Avenue, 9th Floor, New York, New York 10022 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Schwartz Sladkus Reich Greenberg Atlas LLP Trust Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

42.4 All Deposits received from Purchaser shall be in the form of [checks, money orders, wire transfers, or other instruments], and shall be made payable to or endorsed by the Purchaser to the order of Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent.

42.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

42.6 Within five (5) business days after the 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 Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the Purchase Agreement.

42.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 22rd 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 placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

42.8 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.

42.9 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 the 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.

42.10 The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph/Section 42 upon closing of title to the Unit; or

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

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

42.11 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 [unit/building] is located and shall give written notice to both parties of such deposit.

42.12 The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

42.13 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.

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

42.15 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

42.16 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).

42.17 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

42.18 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.

42.19 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, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

42.20 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

42.21 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

43. Purchaser acknowledges receipt of a copy of the Building Smoking Policy which is annexed to this Agreement as Schedule 1.

By signing below, I affirm that I have read this Agreement and fully understand the terms. I also understand that the Lead Paint Rider attached hereto as Rider #1 is to be executed by the undersigned.

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

PURCHASER:

_____

_____

_____
(Social Security or Federal I.D. Number)

Telephone No. _____

ESCROW AGENT:

Schwartz Sladkus Reich Greenberg Atlas LLP

By: _____
Name:
Title: Partner

SCHEDULE #1

SMOKING POLICY:

In accordance with New York City Local Law 147 the Sponsor is providing notice of the Condominium's smoking policy. Smoking shall be permitted in individual Units and on the balconies or terraces appurtenant to individual Units only. Smoking is prohibited everywhere else in the Condominium including, but not limited to, the indoor and outdoor common areas of the Condominium. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere smoking is prohibited at the Condominium.

Smoking in violation of the foregoing rule shall constitute violation of the Condominium's rules and regulations and the provisions of the Condominium's governing documents. Smoking shall include carrying, burning, vaping or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, e-cigarettes, vape pens, cigars, or pipes.

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. State of facts shown on survey made by Link Land Surveyors, P.C. dated November 8, 2013, last brought to date on July 10, 2018 last revised on September 6, 2018, and any additional state of facts which an accurate survey would show since that date provided such additional state of facts does not prohibit the use of the Unit for residential use as the case may be.

3. Zoning and building laws, ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building.

4. The Declaration and By-Laws, Maps and Floor Plans to be recorded and filed in the New York County office of the Register of the City of New York, as the same may be amended from time to time and the terms, covenants and conditions of the Offering Plan and amendments thereto.

5. Power of Attorney from Purchaser to the Condominium Board of Managers.

6. Easement in favor of adjoining Units and in favor of the General Common Elements for the continuance of all encroachments of such adjoining Units or General Common Elements on the Unit, existing as a result of construction or renovation of the Building, or which may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the General Common Elements made by or with the consent of the Sponsor or the Board of Managers after damage or destruction by fire or other casualty after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the General Common Elements, made by or with the consent of the Sponsor or the Board of Managers, so that any such encroachments may remain so long as the Building shall stand and so long as same does not affect the use of the Unit for its intended purpose.

7. Any easement or right of use required by Sponsor, its designees and their assigns, invitees, licensees, contractors and employees in, over, above and across all areas of the Property for construction, installation, maintenance, ingress to and egress from and the right to use all areas and facilities in, on, appurtenant to or servicing the Property, and to obtain temporary, permanent or amended certificate(s) of occupancy for the Building or any part thereof and to erect and maintain signs on the Property for the purpose of advertising the sale and/or leasing of Units (see also "Rights and Obligations of Sponsor").

8. Encroachments of trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises 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, so long as same do not interfere with the use and occupancy of the Unit.

9. Leases and service, maintenance, employment, concessionaire and license agreements contemplated by this Plan.

10. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided that apportionment of same is adjusted as provided in this Plan.

11. Easements in favor of the other Unit Owners to access and use the pipes, wires, ducts, conduits, cables, public utilities and other General Common Elements located in the Unit or elsewhere on the Property and serving such other Units, easements in favor of the Board of Managers and Sponsor for access to Units and General Common Elements, and any other easements described in the Offering Plan, as it may be amended.

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

13. Franchise taxes, if any, provided the Title Company will insure that such taxes cannot be collected from the Unit.

14. Standard printed exceptions to the NYBTU or ATLA policies of title insurance.

15. Any Certificate of Occupancy for the Building, so long as the same permits or does not prohibit the use of the Unit for its stated purposes.

16. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

17. Any violations against the Property which are not specific to only the Unit.

18. Variations between tax map and premises described in Purchaser's title report.

19. Any other covenants, restrictions, easements, or other encumbrances (other than for the payment of money) provided same do not prohibit the existence and use of the Unit for residential purposes.

20. Rights, if any, to maintain vaults and chutes under the sidewalk.

21. Any lien, encumbrance, or condition not included in the liens and encumbrances listed above either (i) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (ii) as to which the Title Company will to insure (without additional premium) that such lien or encumbrance will not be collected out of or enforced against the Unit;

or (iii) as to which the Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at closing.

22. Restrictive Covenants in Liber 1094 cp 111; modified in Liber 2305 cp 338.

23. Fire Egress Easement in Reel 2335 page 1672.

24. Declaration of Zoning Lot Restrictions in Reel 2335 page 1690

25. Declaration of Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York and Collegiate Asset Management Corp., dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323636.

26. Zoning Lot Development and Easement Agreement made by and between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and Collegiate Asset Management Corp. ("Developer"), dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323637.

27. First Amendment to Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and 378 WEA Owner LLC ("Developer"), dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312938.

28. Memorandum of Development Agreement made by 378 WEA Owner LLC ("Grantor") and the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantee") dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312939.

29. Easement Agreement made between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantor") and 378 WEA Owner LLC ("Grantee") dated July 18, 2019 and recorded August 14, 2019 as CRFN 20190002587.

RIDER #1 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 PREPRESENTATIONS 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 LIABLITY 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:

Disclosure of Information on
Lead-Based Paint and/or Lead-Based Paint Hazards
SALE

Lead Warning Statement:
Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller's Disclosure:

(a) Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment:

(c) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

(d) Purchaser has [check (i) or (ii) below]:

(i) ϒ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards; or

(ii) ϒ Waived an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment:

(e) Agent has informed Seller of Seller's obligations under 42 U.S.C. Section 4852d and is aware of its responsibility to ensure compliance.

Certification of Accuracy:
The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Dated:_____ _____LLC.

By:_____
Authorized Signatory

_____ _____

PURCHASE AGREEMENT
FOR
STORAGE ROOM LICENSE

This License Purchase Agreement is made as of _____, 20___, between Sponsor and Purchaser.

Re: Storage Room No. _____("Room")
378 West End Avenue
New York, NY 10024 (the "Condominium")

1. (a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use a storage Room for a Purchase Price of $_____. At Closing, Sponsor shall designate, in its sole discretion, the storage Room which will be subject to such License(s). The License to use the storage Room shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

(b) Upon execution of this License Purchase Agreement, Purchaser has delivered a check to Sponsor (subject to collection) in an amount $_____representing the Deposit due in connection with the purchase of the Storage Room License; and

(c) $_____, constituting the balance of the Purchase Price, by good official bank check of Purchaser, payable on the delivery of the License as hereinafter provided.

2. Purchaser may be required to consummate its purchase of the License even though a Temporary Certificate of Occupancy has not been issued (and access may not be available) for the area(s) of the Building designated for such use.

3. If there is a fire or other casualty to the area in which the Storage Room is located and Sponsor does not elect to repair or restore such area(s) following such fire or casualty, then the License Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Residential Room and any other unaffected License(s) only.

4. A default by Purchaser under this License Purchase Agreement shall constitute a default under the Purchase Agreement for the Room and any other default by Purchaser under the Purchase Agreement for the Room shall constitute a default under this License Purchase Agreement entitling Sponsor to those remedies as more fully described in the Purchase Agreement and the Plan. Notwithstanding an earlier closing of title with respect to the Room, the provisions of the Purchase Agreement with respect to the delivery of the License shall survive.

5. All capitalized terms used in this License Purchase Agreement not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this License Purchase Agreement is annexed or in the Plan.

6. In the event of any inconsistency between the provisions of this Agreement and those contained in the Purchase Agreement to which this License Purchase Agreement is annexed, the provisions of this License Purchase Agreement shall govern and be binding.

7. Except as set forth in this License Purchase Agreement, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this License Purchase Agreement as of the date written hereinbelow.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

PURCHASE AGREEMENT
FOR
STORAGE CAGE LICENSE

This License Purchase Agreement is made as of _____, 20___, between Sponsor and Purchaser.

Re: Storage Cage No. _____("Unit")
378 West End Avenue Condominium (the "Condominium")
378 West End Avenue
New York, New York 10024

1. (a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use a storage Cage for a Purchase Price of $_____. At Closing, Sponsor shall designate, in its sole discretion, the storage Cage which will be subject to such License(s). The License to use the storage Cage shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

(b) Upon execution of this License Purchase Agreement, Purchaser has delivered a check to Sponsor (subject to collection) in an amount $_____ _____ representing the Deposit due in connection with the purchase of the Storage Cage License; and

(c) $_____, constituting the balance of the Purchase Price, by good official bank check of Purchaser, payable on the delivery of the License as hereinafter provided.

2. Purchaser may be required to consummate its purchase of the License even though a Temporary Certificate of Occupancy has not been issued (and access may not be available) for the area(s) of the Building designated for such use.

3. If there is a fire or other casualty to the area in which the Storage Cage is located and Sponsor does not elect to repair or restore such area(s) following such fire or casualty, then the License Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Residential Unit and any other unaffected License(s) only.

4. A default by Purchaser under this License Purchase Agreement shall constitute a default under the Purchase Agreement for the Unit and any other default by Purchaser under the Purchase Agreement for the Unit shall constitute a default under this License Purchase Agreement entitling Sponsor to those remedies as more fully described in the Purchase Agreement and the Plan. Notwithstanding an earlier closing of title with respect to the Unit, the provisions of the Purchase Agreement with respect to the delivery of the License shall survive.

5. All capitalized terms used in this License Purchase Agreement not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this License Purchase Agreement is annexed or in the Plan.

6. In the event of any inconsistency between the provisions of this Agreement and those contained in the Purchase Agreement to which this License Purchase Agreement is annexed, the provisions of this License Purchase Agreement shall govern and be Cageding.

7. Except as set forth in this License Purchase Agreement, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this License Purchase Agreement as of the date written hereinbelow.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

PURCHASE AGREEMENT
FOR
PARKING SPACE UNIT NO. ____

This Purchase Agreement is made as of _____, 20___, between Sponsor and Purchaser.

Re: Parking Space Unit No. ____ ("Unit")
378 West End Avenue Condominium (the "Condominium")
378 West End Avenue
New York, New York 10024

1. (a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the Parking Space Unit No. _____for a Purchase Price of $_____.

Upon execution of this Purchase Agreement, Purchaser has delivered a check to Sponsor (subject to collection) in an amount $_____ representing the Deposit due in connection with the purchase of the Parking Space Unit.

2. A default by Purchaser under this Purchase Agreement shall constitute a default under the Offering Plan for the Condominium (the "Plan") and any other default by Purchaser under the Plan shall constitute a default under this Purchase Agreement entitling Sponsor to those remedies as more fully described in the Plan.

3. All capitalized terms used in this Purchase Agreement not defined herein shall have the same meanings ascribed to them in the Plan.

4. In the event of any inconsistency between the provisions of this Agreement and those contained in the Plan, the provisions of this Purchase Agreement shall govern and be binding.

5. All the fees and costs which are referenced in the Plan to be paid by the Purchaser, shall be the responsibility of the Purchaser.

6. This Agreement may be executed in any number of original, PDF or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original and all of the counterparts shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date written herein below.

PURCHASER(S):

_____

_____

SPONSOR:

378 WEA OWNER LLC

By: _____
Name:
Title:

EXHIBIT "2"

POWER OF ATTORNEY

POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by 378 WEA Owner LLC. ("Declarant") establishing a plan for condominium ownership of the premises known as 378 WEST END AVENUE CONDOMINIUM and by the street number 378 West End Avenue, New York, New York 10024 under Article 9-B of the Real Property Law of the State of New York, dated _____ __, 201__, and recorded in the Manhattan 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 378 WEST END AVENUE 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 owner of the Condominium Unit (the "Unit") in 378 WEST END AVENUE CONDOMINIUM which is (are) designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block _____ 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 the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (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 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 Common Elements which the Condominium Board, with respect to the Common Elements 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) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to 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 Units 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 Power of Attorney shall be irrevocable.

IN WITNESS, WHEREOF, the undersigned has/have executed this Power of Attorney as of the ___ day of _____, 2020.

_____

_____

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 "3"

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20___, between 378 WEA Owner LLC., a Delaware Limited liability company, having an office at c/o Alchemy Properties, Inc. 800 Third Avenue, 22nd Floor, New York, New York 10022 (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 378 WEST END AVENUE CONDOMINIUM and by the street number 378 West End Avenue, Borough and County of Manhattan, City 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 Manhattan 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 1228 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 378 WEST END AVENUE 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.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

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:

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

GRANTEE:

_____
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 A

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. State of facts shown on survey made by Link Land Surveyors, P.C. dated November 8, 2013, last brought to date on July 10, 2018 last revised on September 6, 2018, and any additional state of facts which an accurate survey would show since that date provided such additional state of facts does not prohibit the use of the Unit for residential use as the case may be.

3. Zoning and building laws, ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building.

4. The Declaration and By-Laws, Maps and Floor Plans to be recorded and filed in the New York County office of the Register of the City of New York, as the same may be amended from time to time and the terms, covenants and conditions of the Offering Plan and amendments thereto.

5. Power of Attorney from Purchaser to the Condominium Board of Managers.

6. Easement in favor of adjoining Units and in favor of the General Common Elements for the continuance of all encroachments of such adjoining Units or General Common Elements on the Unit, existing as a result of construction or renovation of the Building, or which may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the General Common Elements made by or with the consent of the Sponsor or the Board of Managers after damage or destruction by fire or other casualty after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the General Common Elements, made by or with the consent of the Sponsor or the Board of Managers, so that any such encroachments may remain so long as the Building shall stand and so long as same does not affect the use of the Unit for its intended purpose.

7. Any easement or right of use required by Sponsor, its designees and their assigns, invitees, licensees, contractors and employees in, over, above and across all areas of the Property for construction, installation, maintenance, ingress to and egress from and the right to use all areas and facilities in, on, appurtenant to or servicing the Property, and to obtain temporary, permanent or amended certificate(s) of occupancy for the Building or any part thereof and to erect and maintain signs on the Property for the purpose of advertising the sale and/or leasing of Units (see also "Rights and Obligations of Sponsor").

8. Encroachments of trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises 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, so long as same do not interfere with the use and occupancy of the Unit.

9. Leases and service, maintenance, employment, concessionaire and license agreements contemplated by this Plan.

10. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided that apportionment of same is adjusted as provided in this Plan.

11. Easements in favor of the other Unit Owners to access and use the pipes, wires, ducts, conduits, cables, public utilities and other General Common Elements located in the Unit or elsewhere on the Property and serving such other Units, easements in favor of the Board of Managers and Sponsor for access to Units and General Common Elements, and any other easements described in the Offering Plan, as it may be amended.

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

13. Franchise taxes, if any, provided the Title Company will insure that such taxes cannot be collected from the Unit.

14. Standard printed exceptions to the NYBTU or ATLA policies of title insurance.

15. Any Certificate of Occupancy for the Building, so long as the same permits or does not prohibit the use of the Unit for its stated purposes.

16. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

17. Any violations against the Property which are not specific to only the Unit.

18. Variations between tax map and premises described in Purchaser's title report.

19. Any other covenants, restrictions, easements, or other encumbrances (other than for the payment of money) provided same do not prohibit the existence and use of the Unit for residential purposes.

20. Rights, if any, to maintain vaults and chutes under the sidewalk.

21. Any lien, encumbrance, or condition not included in the liens and encumbrances listed above either (i) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (ii) as to which the Title Company will to insure (without additional premium) that such lien or encumbrance will not be collected out of or enforced against the Unit;

or (iii) as to which the Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at closing.

22. Restrictive Covenants in Liber 1094 cp 111; modified in Liber 2305 cp 338.

23. Fire Egress Easement in Reel 2335 page 1672.

24. Declaration of Zoning Lot Restrictions in Reel 2335 page 1690

25. Declaration of Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York and Collegiate Asset Management Corp., dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323636.

26. Zoning Lot Development and Easement Agreement made by and between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and Collegiate Asset Management Corp. ("Developer"), dated as of August 20, 2015, and recorded September 15, 2015 as CRFN 2015000323637.

27. First Amendment to Zoning Lot Restrictions made by the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Owner") and 378 WEA Owner LLC ("Developer"), dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312938.

28. Memorandum of Development Agreement made by 378 WEA Owner LLC ("Grantor") and the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantee") dated as of September 7, 2018 and recorded September 19, 2018 as CRFN 2018000312939.

29. Easement Agreement made between the Ministers, Elders and Deacons of the Reformed Protestant Dutch Church of the City of New York ("Grantor") and 378 WEA Owner LLC ("Grantee") dated July 18, 2019 and recorded August 14, 2019 as CRFN 2019000258725.

EXHIBIT "4"

DESCRIPTION OF PROPERTY

---

378 West End Avenue Condominium – 09.16.2020

Table of Contents

A. Location and Use of Property 2
B. Status of Construction 2
C. Site 3
D. Utilities 4
E. Sub-Soil Conditions 5
F. Landscaping and Enclosures 5
G. Building Size 5
H. Structural System 6
I. Auxiliary Facilities 16
J. Plumbing and Drainage 17
K. Domestic Water Heating 19
L. Fuel (Natural Gas) 19
M. Air Conditioning 19
N. Ventilation 20
O. Electrical System 21
P. Telephone, Internet, Cable, Intercom and Security Services 22
Q. Public Area Lighting 24
R. Garage 24
S. Swimming Pool 25
T. Amenities and Recreation Facilities 25
U. Permits and Certificates: 28
V. Violations: 28
W. Unit Information 29
X. Finish Schedule of Spaces Other Than Units 33
Y. Safety and Warning Devices 35
Z. Dimension of Units 35
AA. Not used 35
BB. Further Development 36
CC. Asbestos 36
DD. Lead-based paint 36
EE. Additional Documents 36

Description of Property

A. Location and Use of Property

The property will comply with all zoning and use requirements at closing.

1) Address: 378 West End Avenue, New York, NY 10024
   DOB filing address: 370 West End Avenue, New York, NY 10024

2) Block and lot number: Block 1169, Lot 60

   i) Former tax lots 60 and 61 have been merged into combined tax lot 60. Lot 60 and lot 1 together form a combined zoning lot.

   ii) An agreement allowing for the transfer of development rights from Lot 1 to Lot 60 was recorded in September of 2018. Document ID 2018091300833009.

   iii) An easement granting unrestricted light and air over Lot 1 and allowing for the projection of a balcony at the 9th floor unit B over Lot 1 was recorded in August of 2019. Document ID 2019080700673001.

   iv) The maximum allowable floor area for the combined zoning lot is 335,362 ZSF. An existing building of 40,116 ZSF on lot 1 is to remain, the Condominium will be 198,540 ZSF, and 96,706 ZSF remains available.

3) Zoning: R10-A/C4-6A

4) Permissible use: Residential and Commercial

B. Status of Construction

1) Year built: The existing 378 West End Avenue building was built in 1914. The façade and structure of the existing building will remain, the new addition and extension to the building is currently under construction and it is anticipated that the first Condominium unit will be substantially complete so as to obtain a temporary certificate of occupancy on or about December 1, 2021 unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

2) Construction Class Type I-B per 2014 NYC Building Code:

   i) Fire rating of building elements:

      Structural frame: 2hr

      Exterior walls: Exterior walls facing 78th street and facing West End Avenue are not rated. East and south lot line walls have a 1hr rating where facing an adjacent building and are not rated once adjacent building have been cleared.

      Floors: 2hr

      Roofs: 1hr

      Interior walls: not rated

      Unit demising walls: 1hr

Stair enclosure: 2hr

ii) The building will be an Alteration Type 1 per 2014 NYC Building Code

iii) The building will conform to all applicable regulations of the NYC Building Code

3) Certificate of Occupancy: After completion of construction, a permanent Certificate of Occupancy will be issued for the building. Until such time, Sponsor will obtain and/or renew a temporary Certificate of Occupancy for units prior to the closing of each unit. The latest corresponding DOB specific Schedule-A is per DOB job #121189775.

4) Alteration permit numbers:

i) Job # 121189775 Department of Buildings Alteration Type 1

a) Horizontal and vertical extension of existing building. Change of use to residential.

b) Quality housing program elements;

Elevated ground floor units: complies

Refuse storage and disposal: complies

Laundry facilities: not a mandatory requirement

Daylight in corridors: not a mandatory requirement

Required recreation space: complies

Standards for recreation space: complies

Planting areas: complies

Density per corridor: complies

Parking for quality housing: complies

5) Where materials, appliances, equipment, fixtures, and/or other construction or design materials and details are specified, Sponsor reserves the right to substitute in each instance one of equivalent or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

C. <u>Site</u>

1) Size: 153'-3" x 102'-2"

Total area approximately 15,657 SF

2) Number of buildings: The Building will be the only structure on the property. The Building is located at the corner of 78th Street and West End Avenue between 77th and 78th streets and West End Avenue and Broadway.

3) The property fronts on 78th Street and West End Avenue. These streets are owned and maintained by the City of New York and conform to code. No streets are owned or maintained by the project.

4) Sidewalks;

i) All sidewalks will be new, free of tripping hazards, and water ponding. The new sidewalks will be pitched to drain away from the building to the street gutter, which is pitched to drain to existing

New York City catch basins in the street. Existing street drainage to remain without improvement. This street drainage is provided and maintained by the City of New York

ii) 78th Street - The existing sidewalk and street curbs of the property on 78th street will be replaced with new concrete sidewalk in compliance with the requirements of the New York City Department of Transportation.

iii) West End Avenue- The existing sidewalk and street curbs of the property on West End Avenue will be replaced with concrete sidewalk in compliance with the requirements of the New York City Department of Transportation.

iv) There is one existing electrical vault in the sidewalk on West End Avenue. This vault is part of the system which provides electrical power to the building. These vaults are owned and maintained by Con Edison. All of the equipment in the electrical vaults is owned and maintained by Con Edison.

v) Three street trees will be replaced along 78th street in tree pits. The street tree in conflict with the driveway will be removed and a new street tree placed east of the driveway. Two existing street trees along West End Avenue will be maintained. No new street trees will be provided on West End Avenue.

vi) Planting strips will be installed against the building in the Right-Of-Way on West End Avenue and 78th Street. The planting strip will contain an assortment of trees, shrubs, vines, and perennial shade.

vii) The Condominium will be responsible for future repair and maintenance of the sidewalk, curbing, planting strips, trees and tree pits, including but not limited to snow removal, cleaning and collection of loose litter or debris. The Condominium will also be responsible for sweeping the gutter along the project frontage.

viii) The project will include one curb cut on 78th street for accessing the residential Parking Area.

D. <u>Utilities</u>

1) Electricity: Electricity will be provided to the building by Consolidated Edison, a regulated company. Electric service will be brought to the building from the existing electrical vault on West End Avenue through a new POE. Each Unit including the electricity required to power the condensing units inside each unit will be separately metered by a Unit Owner sub meter which is NYC approved. The electricity consumed for the common elements and spaces of the building will be borne by the Unit Owners as a common expense.

2) Gas: Gas will be provided by Consolidated Edison, a regulated company. Low pressure gas services will be brought to the building from the incoming POEs. A new Gas Meter Room will be constructed and maintained as required by the Building Code. All gas usage, both for common areas and for the individual Condominium Units, will be borne by the Condominium Association as part of the common expense for each Condominium Unit.

3) Water and Sewer: Water and sewer service will be provided by the New York City DEP water and sprinkler service. Water will be supplied by the incoming service from the street main and metered inside the building. A separate connection will be provided for the fire protection service. One (1) sewer connection will be provided from the incoming POE. Service will be billed as a function of water meter readings. The cost of water and sewer will be borne by the Condominium Association as part of the common expense for each Condominium Unit .

4) Telecom: Internet Service Provider (ISP) services will be provided. Incoming services will be fed from the street with base building ISP services demarcated in the Telecom POE and Residential ISP services will be distributed vertically throughout the building with ISP presences installed in the IDFs on Residential floors. Each Condominium Unit Owner will be responsible for arranging their final connections, obtaining a service account, maintenance of wiring within the Condominium Unit, and for the cost of the telephone, cable television and data service use for their individual Condominium Unit.

E. <u>Sub-Soil Conditions</u>

1) The general subsurface profile consists of fill extending five to seven feet below sidewalk grade, underlain by one to three feet of soft rock and then competent bedrock.

2) For Seismic design, the Site Class is D and the Seismic Design Category is B, in accordance with the 2014 New York City Building Code.

3) The Building is not situated in a FEMA Flood Zone from Current FIRM Map 2007 Number 3604970086F Panel 86 of 457 and Preliminary FIRM Map 2013 Number 3604970086G Panel 86 of 457.

4) No hazardous material and/or environmental restrictions have been observed on the site.

5) The building foundation system is accurately sized to support the calculated load.

6) The new construction has a full-height foundation waterproofing system that consists of materials from GCP Applied Technologies.

7) Movements of all surrounding structures have been less than 1/4", which is below the threshold set by monitoring drawings and specifications.

8) There is no evidence of moisture damage or water infiltration. Under warranty, corrective actions will be taken should the issue arise.

F. <u>Landscaping and Enclosures</u>

1) Grass cover (type, location); none

2) Plantings (type, location); Native and adaptive: vegetation, low plants, ferns, bushes and trees. Sidewalk planters along 78th street and West End Avenue and Garden Terrace on West End Avenue.

3) Trees: Four street trees will be replaced along 78th street. No new street trees will be provided on West End Avenue.

4) Fencing (type, location); Perforated powder coated metal fencing will be provided along the property line on West End Avenue at the amenity Garden Terrace. An approx. 6' tall wood or metal fence will be provided between private terraces on the 2nd and 10th floors.

5) Gates (type, location); none

6) Garden walls (type, location); none

7) Retaining walls (type, location); none

8) Display pools and fountains (location, materials); none

G. <u>Building Size</u>

1) Total height: The building is a total height of approximately 234'-0" from the project base plane to the top of the boiler flue.

2) Crawl spaces: The crawl space around below the pool deck will have a ceiling height of 4'-10"

3) Number of sub-cellars and cellars: The building has one cellar and one sub-cellar.

4) Number of floors (actual including penthouses): There are eighteen (18) construction floors above grade. Marketing floors skip the 13th floor and construction floors 16, 17, and 18 are marketing floors PHB, PHA1, and PHA2 respectively. All floors referenced herein follow the marketing floor numbering system stated, unless expressly stated otherwise.

Construction Floor	Marketing Floor
13	14
14	15
15	16
16	PHB
17	PHA1
18	PHA2
Roof	Roof

5) Equipment rooms: The building will contain the following equipment rooms in the Sub-Cellar: Pool Equipment Room, and Mechanical Room with sump pumps. Cellar: HVAC Room, IT/Telecom Room, ATS Room, Electrical Room, Fire Pump Room, Incoming Water Service, Elevator Machine Room, Gas Meter Room, Water Pump Room, Water Tank for storm water retention and Boiler Room. The cooling tower, emergency generator and additional equipment are located on the roof at the 16th construction floor. Additional equipment will be located on the building roof and stair bulkhead roof. A combined electrical and telecom equipment closet is located at every floor.

6) Parapet height: The parapet height above the roof level is 2'-0". 44" glass railings are provided around the perimeter of the roof, all railings are to be new.

7) Residential and Non-Residential Units: The building has fifty-eight (58) Residential Units.

H. Structural System

Floor levels referenced in this section refer to construction floor.

New cast-in-place structure

- The foundations are supported by spread footings bearing on 40-ton rock. The foundation walls are reinforced concrete and their thickness varies from 12" to 17". The sub-cellar slab is a 12" thick pressure slab designed to resist water pressure uplift. Some columns bear on 20-ton rock at the ground floor level.

- The structure's gravity loads are supported by concrete columns and walls. The floors are cast in place reinforced slabs with various thicknesses: 12" at the cellar through 2nd, 8" at 3rd through 15th with localized thickening to accommodate special conditions, and 12" at the 16th floor mechanical roof. 17th floor slab is 10" thick, and 18th, Roof, and mechanical levels are 12" thick.

- The lateral load resisting system consists of ordinary reinforced concrete shear walls surrounding the elevators and stairs.
- New foundation walls and slabs are waterproofed with bithuthene post-applied, self-adhered sub-grade waterproofing membrane or pre-applied sub-grade waterproofing membrane. Cellar 02 slab is waterproofed with sub-slab waterproofing. No sub-grade drainage system is provided at the new foundation.

Existing Steel Frame Structure

- The existing foundations are footings supported on 40-ton rock. The existing foundation wall is a rubble masonry wall. It is being left in its existing condition; bracing, shoring, underpinning, or reinforcing of the existing foundation wall is not required. Existing window openings at the cellar level at sidewalk light wells are infilled with masonry construction and waterproofed locally with a post-applied sub-grade waterproofing membrane. The existing cellar slab is untreated with the exception of a french drain that is installed on the interior side of the existing foundation walls to mitigate any water intrusion.
- The existing structure's gravity loads are supported by steel columns, some of which are reinforced with case in place concrete encasement. The existing floors are cinder concrete slab construction, with existing and new slab on metal deck at select bays.
- The lateral load resisting system consists of an existing steel moment frame, supplemented by the lateral load resisting system of the new construction.

Sound Insulation

- Interior walls, floors and ceilings are constructed to provide code compliant IIC and STC ratings. Acoustical underlayments are provided at all wood floors, and insulation is provided in all walls. The floor construction consists of finish floor on top of existing or new floor structure. The existing floor structure is cinder concrete slab construction as described above under "Existing Steel Frame Structure", the new floor structure is cast-in-place reinforced concrete as described above under "New cast-in-place structure". Wood floors as described in section W. of this report are provided throughout the units, tile or stone flooring is provided in bathrooms and laundry rooms. The flooring buildup is expected to achieve a minimum IIC-55 rating at wood flooring and a minimum IIC-50 rating at tile or stone flooring.

1) Exterior of building

i) Walls

a) New exterior walls

(i) The new exterior walls of the building are constructed out of concrete masonry unit, and feature various types of finishes, including brick, zinc and/or painted aluminum. The finish at the east lot line wall below the sixth floor will be stucco or exposed concrete masonry unit. The parapet wall bordering the terrace at the southeast corner of the building will feature an exposed waterproofing finish where it faces the south lot line. Lot line walls concealed by the existing adjacent building will consist of exposed concrete masonry unit or cast-in-place concrete structure construction.

(ii) The veneer brick cladding is supported on relieving angles mounted to standoff brackets which are fastened to the building substrate.

(iii) Zinc and/or painted aluminum panels are supported on clip angles fastened to the building substrate.

(iv) Standing-seam zinc and/or aluminum panels are mounted to a metal deck substrate, which in turn is mounted to metal sub-frame fastened to the building substrate.

(v) The building substrate typically consists of either structural cast-in-place concrete – columns, beams, shear walls – or concrete masonry unit walls placed between structural elements. At select locations the building substrate is exterior sheathing on cold-formed metal framing.

(vi) At veneer brick-clad walls, through-wall flashing is provided at each relieving angle.

(vii) Unfaced mineral-wool board insulation is provided with a typical thickness of 3" on the exterior side of the building substrate. Closed-cell spray polyurethane foam insulation is provided with a typical thickness of 2" on the interior-side of the building substrate, at R-6/in.

b) Existing exterior walls at the historic building at the corner of West End Avenue and West 78th Street

(i) The existing exterior walls of the building appear to be multiple-wythe brick walls. The street-facing north and west walls feature limestone cladding below the third floor and limestone and terracotta cladding above the eleventh floor.

(ii) Closed-cell spray polyurethane foam insulation is provided with a typical thickness of 2" on the interior-side of the existing multiple-wythe brick wall, at R-6/in.

c) South-facing exterior walls have a 1-hour fire-resistance rating for the full height of the building. East-facing exterior walls have a 1-hour fire-resistance rating at and below Floor 15.

d) Minimum R-Values at the opaque walls meet 2016 NYC Energy Conservation Code.

e) According to publicly available records, the Cycle 8A Façade Inspection and Safety Program (FISP), previously known as 'Local Law 11-98" inspection was performed by Netta-Hall Architecture, DPC and submitted to the NYC DOB in September 2015. This report classified 378 West End Avenue as "SAFE". The estimated upcoming inspection cycle will be in 2022. In general, the exterior wall surfaces throughout the northern, western, and southern elevations are in fair condition. The intention of the current repair program for the exterior wall and appurtenances is to address possible deteriorated conditions and file the upcoming cycle report as "SAFE" when these specified repairs have been successfully implemented. The condominium board will be responsible for ongoing FISP requirements.

ii) Windows

Windows will have a 3 year manufacturer's warranty from the date of substantial completion of the building.

a) New windows in new exterior walls

i) Windows and terrace doors are thermally broken painted aluminum frames with factory-glazed insulated glazing units; opaque, insulated spandrel glass panels, or metal-clad insulated spandrel panels. Windows in the new building will have CMU lintels. Windows

will be provided with limiting devices approved by NYC DOH, no window guards or insect screens will be provided.

ii) Where required for access and ventilation, windows are inswing casement or awning windows.

iii) Manufacturer: Skyline Windows

b) New windows in existing exterior walls

i) Windows and terrace doors are painted wood and/or aluminum frames with factory-glazed insulated glazing units. Windows in the existing building have steel lintels. Windows will be provided with limiting devices approved by NYC DOH, no window guards or insect screens will be provided.

ii) Manufacturer: Skyline Windows

iii) There is no thermal break system provided on existing exterior walls.

c) Storefront- A storefront system will be provided at the service entrance. The storefront will be custom built of aluminum with a thermal break system.

d) Where they are provided, gutters are continuous and sub sills and head receptors have shop welded corners. End dams are shop installed and back sealed.

e) Operable vents have New York City mandated child fall guard stop mechanisms restricting the window opening to no more than 4" under normal operation. Release mechanisms allow full window / vent opening capacity only during supervised maintenance and cleaning.

f) Windows provided meet applicable New York City legal light and air requirements.

g) To the extent available, warranty will be provided per specification and will be manufacturer's standard warranty, signed by manufacturer and installer where required. To the extent available, manufacturer's warranties shall be passed-through, and name the Sponsor and/or Condominium Association as the warranty holder. Warranty period for the system shall substantially match standard market available warranty periods and begin the earlier of a) substantial completion of the warrantied item or b) after the date of substantial completion of the building. Sponsor reserves the right to substitute in their place warranties of equal or of better quality.

h) Select windows are provided with decorative screens attached to the window mullion or to the façade. These screens are not designed to act as a handrail or to support weight.

i) Window sills are cast stone.

j) Lot line windows will comply with the requirements of Building Bulletin 2015-017.

i) Lot line windows will be provided along the east property line in units (number of lot line windows): 6C(5), 7C(5), 8C(5), 9C(5), 10C(4), 11C(4), 12C(5), 14C(4), 15C(5), and 16B(4).

ii) Lot line windows along the east property line are protected by an approved water curtain using automatic sprinklers approved for that use per Building Bulletin 2015-017 VI B in units: 6C, 7C, 8C, 9C, 10C, and 11C.

iii) In the event that a building is built on the East property above the height of the existing lot line window(s), it is possible that these lot line window(s) may be required to be removed and the opening in the wall completely closed (in compliance with all governing code requirements) at the sole cost and responsibility of the unit owner. It is also possible that the un-protected lot line windows may be required to be protected (against the spread of fire), also in compliance with governing codes. All costs associated with the removal of a lot line window, and/or the conversion of a lot line window from an unprotected to a protected unit, including the provision of sprinkler heads or the enclosing of the opening in the exterior wall, will be borne solely by the owner of the Condominium Unit and not by the Sponsor.

k) Protected openings: Openings are protected by an approved water curtain using automatic sprinklers approved for that use per Building Bulletin 2015-017 VI B at select south facing windows in units: 5B, 6B, 7B, 9B, and 10B.

l) Fixed windows:

i) Openings on the south lot line are 1-hour fire-resistance rated fixed openings tested in accordance with ASTM E119 per Building Bulletin 2015-017 II in units: 7B and 8B.

ii) East facing windows are operable for maintenance only in units: 4B, PHB and PHA.

m) Building Maintenance: All exterior doors and windows shall be cleaned from interior spaces or occupiable terraces where applicable. Fire rated windows are fixed and cannot be cleaned from the inside or from terraces.

iii) Landmark status

The building is located within the New York City Landmarks Preservation Commission "West End-Collegiate Historic District Extension". The building is not an individually designated Landmark.

2) Parapets and Copings:

i) New parapets are constructed out of concrete masonry unit or cast-in-place concrete, and feature various types of finishes; including brick, zinc, or painted aluminum on the exterior-side; and brick, painted aluminum, or stucco on the back side. The parapet wall bordering the terrace at the southeast corner of the building will feature an exposed waterproofing finish where it faces the south lot line. All parapets will have a metal or cast-stone coping secured to the concrete masonry unit or cast-in-place concrete.

ii) The existing parapet walls of the building appear to be multiple-wythe brick walls. The existing cast-stone coping will be replaced with a new glass fiber reinforced concrete coping. The new coping will be attached to a cold-formed metal stud framing armature that will be secured to the top of the existing parapet wall.

3) Chimneys and caps

i) There will be (1) boiler flue for the condensing boilers located in the cellar which will extend above the bulkhead roof. The flue extension above the roof will occur in a masonry enclosure finished with zinc and/or painted aluminum.

ii) There will be an emergency generator on the mechanical roof at the 16th construction floor which will exhaust directly to the exterior.

iii) The building will have a trash compactor in the cellar with a single walled metal rubbish chute that is vented above the bulkhead. The rubbish chute extension above the roof will occur in a masonry enclosure finished with zinc and/or painted aluminum.

iv) There are no fireplaces in the building.

4) Balconies and Terraces:

Terraces: Units 2B, 2C, 7B, 10B, 10C, 10D, 11B, 15A, 16A, 16B, PHB, PHA

i) Terraces are provided with pedestals and concrete pavers suitable for daily foot traffic, a hose bib, electrical outlet, and lighting.

ii) Balustrade: none.

iii) Railings: Railings are painted aluminum and/or steel. Railings at terraces and balconies do not consist of horizontal elements that create a ladder effect. The railing design is in compliance with 2014 NYC Building Code including section 1013- Guards.

iv) Copings and parapets: At brick walls, parapet construction is brick on the exterior-side of the parapet and stucco on the terrace-side of the parapet, on a cast-in-place concrete substrate, with cast-stone coping. At metal-clad walls, parapet construction is metal cladding on the exterior-side of the parapet and stucco on the terrace-side of the parapet, with metal coping to match metal cladding.

v) Soffits: none.

vi) Doors to terraces: Exterior doors to terraces will be aluminum doors at new exterior walls and wood and/or aluminum doors at existing exterior walls, manufactured to the approximate specifications of the windows. See description above in Exterior of Building / Windows.

vii) Drainage is provided from the setback terraces, some balconies, and roofed terraces by area roof drains located and sized per the New York City Building Code. Bulkhead roofs above Floor 19 have scupper-type drains which drain to the roof at Floor 19. Primary and overflow drains at building setback terraces connect directly to the storm piping risers. Private terrace drains to be maintained by unit owner and Condominium Association.

viii) No planter may be placed on any private terrace area if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per square foot on the roof unless such installation has specific written approval from the Condominium Association and the Department of Buildings, if required. Any addition of loads to the terrace will need to be reviewed by the board/sponsor engineer.

ix) Terraces to be allocated as accessory to residential space in the Certificate of Occupancy.

Balconies and Juliet balconies:

Balconies- 2C (2), 4C (2), 5C (2), 6C (2), 7C (2), 8A (2), 8C (3), 9B, 9C (2), 10C (2), 11C (2), 12C (2), 14C (2), 15C (2), 16A, PHA (2)

Juliet Balconies- 2B, 4B, 6B, 12D, 14B (2), PHB (2)

i) Balconies are provided with concrete pavers, an electrical outlet, and lighting.

ii) Railings: Railings are painted aluminum and/or steel. Railings at terraces and balconies do not consist of horizontal elements that create a ladder effect. The railing design is in compliance with 2014 NYC Building Code including section 1013- Guards.

iii) Copings and parapets: none.

iv) Soffits: The underside of balconies will be exposed waterproofing, except at balconies that project over the property line which have a metal-clad soffit.

v) Doors to balconies: See Terraces section.

vi) Balconies are entirely within the lot with the exception of one (1) balcony at the 8th floor on the west façade which projects over the sidewalk (3'-4" projection, 36'-0" length), two (2) balconies at the 8th floor on the north façade which project over the sidewalk (at the existing building 3'-4" projection, 26'-6" length; at the new building 2'-4" projection, 24'-6" length), and one (1) balcony at the 9th floor south façade which projects over the neighboring building (2'-2" projection, 9'-6" length).

vii) The balconies in Units 8A and 8C, and the balconies in the convenience stair in Unit PHA are non-ADA accessible spaces.

viii) Balconies entirely within the lot drain to the balcony or terrace below.

ix) No planter may be placed on any private balcony area if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per square foot on the roof unless such installation has specific written approval from the Condominium Association and the Department of Buildings, if required. Any addition of loads to the terrace will need to be reviewed by the board/sponsor engineer.

x) No plants/planters may be placed on Juliet balconies.

5) Exterior entrances

i) Exterior doors and frames: The main lobby entrance doors will be custom solid wood and glass doors with no thermal break. Doors will be installed with typical pull and push hardware.

ii) Vestibule doors will be custom solid wood and glass doors with no thermal break. Doors will be installed with concealed magnetic locks, and typical pull and push hardware.

iii) Exterior stairs: N/A.

iv) Railings: N/A.

v) Mailboxes: The mailboxes will be located at the ground floor with access from the Lobby corridor. Mailboxes will be painted aluminum, USPC Standard 4C compliant.

vi) Lighting: Lighting at the front entrance will be recessed into the canopy or as a wall mounted fixture. Lighting will provide illumination and entries/exits and canopies.

vii) Canopy: The main lobby entrance will include a fabric canopy that is attached to the building at one end and supported by posts at the other end.

viii) Accessibility compliance: Exterior entries will be compliant with accessibility standards.

6) Service entrances: Residential entrance at 78th Street

a) Exterior doors and frames: Residents may enter the Building through the Service Entrance at the ground floor from 78th Street. The Service Entrance door will be painted aluminum and glass. A

secondary door from the Garage to the Lobby will be provided. The door will be painted steel and glass with typical hardware.

b) Gates: Garage door at 78th Street. The Garage door will be painted metal frame with a painted metal screen.

c) Exterior stairs: N/A

d) Railings: N/A

7) Roof and roof structures.

The Condominium Association will have right of access to all roof areas including setback roofs and including any and all private terraces, exterior planting areas and/or balconies for necessary inspections, maintenance, and/or repairs.

i) All setback and terrace roofs on the project including at the existing building are to be new, installed as part of the new construction, and to consist of the following elements:

a) Material:Cold fluid-applied membrane manufactured by SipLast. Substrate: Pitched concrete deck.

b) Insulation: Roof insulation is extruded polystyrene, minimum 6" thickness, at R-5/in.

c) Surface finish: Terraces are provided with pedestals and concrete pavers suitable for daily foot traffic. Roofs accessed for maintenance of mechanical equipment are provided with a modified bitumen roofing membrane.

d) Bond or guarantee: The roof membrane carries a 10-year limited manufacturer's warranty commencing at completion of the roof installation for workmanship and materials.

e) Flashing materials: Additional flashing materials will include stainless steel or painted aluminum flashing to protect the roof membrane flashing at transitions to the exterior wall and parapet wall.

f) Overburden assemblies included drainage mat material beneath the insulation and filter fabric above the insulation. Overburden types include concrete pavers, see description in Terraces above.

ii) Drains:

i) Location, material and type: A primary drain and a secondary back-up drain will be located at all roofs and piped within the building to drain. The drain body is cast iron with a membrane flashing clamp/gravel guard and dome.

ii) Gutters and leaders: At bulkhead locations gutters and leaders will be used to divert water to the main roof. Gutters will be aluminum or stainless steel.

iii) Public terrace and roof drains to be maintained by Condominium Association.

iii) Skylights: A fixed (non-operable) skylight is provided at the northwest corner of the roof terrace at Floor 14 (marketing 15) (38'-2" length, 8'-0" width). The skylight is constructed of thermally-broken painted aluminum frames with factory-glazed insulated glazing units, and is mounted on concrete curbs with a minimal pitch.

Rooftop Facilities: Bulkhead and mechanical roofs consist of the following elements:

a) Substrate: Pitched concrete deck.

b) Material: 2-ply modified bituminous roofing membrane

c) Insulation: Roof insulation is extruded polystyrene, minimum 6" thickness.

d) The roof membrane is exposed and applied to over insulation and a rigid cover board.

e) Stairs: Access to the mechanical roofs at construction floor 16 and at the roof is provided through the interior stairs. Access to the bulkhead roofs above the roof level is provided via steel ships ladder on the exterior from the roof.

f) Bulkhead screen wall

(i) At construction floor 16: Screen wall at the mechanical area at floor 16 is finished with metal cladding on the exterior-side and stucco or waterproofing on the mechanical area-side. Screen wall support structure is cast-in-place concrete columns and ring beam.

(ii) At roof (construction floor): Screen wall at the mechanical area at the roof is finished with metal cladding on the exterior-side and unfinished on the mechanical area-side.

Roof terraces will be filed with the DOB and reflected on the Certificate of Occupancy as private terraces accessory to residential use.

iv) Metal work at roof levels:

i) Vertical ladders, including metal gooseneck; painted steel

ii) Railings; painted steel pipe rail

iii) Hatches to roof; none

v) Rooftop facilities:

a) A lightening protection mast system will be installed on the elevator bulkhead.

b) The southern half of the roof level is a code compliant, limited common element, private roof terrace for Unit PHA. Unit PHA has a total occupancy of 31 persons. The terrace area is 19'-10" deep and 41'-1" wide and 891 SF. Deck finish to be the same as Terrace deck finish, see Terrace section.

8) Fire Escapes: None

9) Yard and courts.

i) Paving on occupied roof: See Terrace section.

ii) Drainage (type and material); Drainage is provided from the ground terraces by area drains located and sized per current New York City building code. Overflow drains are provided as a secondary means of drainage in the event a primary drain is blocked. Primary and overflow drains connect to storm piping which allow the water to drain to the street sewer.

iii) Railings; none

iv) Stairs; none

v) Fencing; Fence will be provided between private terraces on the 2nd and 10th floors. Fences will be of wood or metal construction on steel substrate, permanent to the terrace.

vi) Walls; none

10) Interior stairs:

No stairs within the building have winder treads.

Unit Stairs:

i) Number of stairs: There will be three (3) multi story Units which contain interconnecting convenience stairs.

ii) Enclosure: The interior wall finish at the convenience stairs is gypsum wall board.

iii) Stair construction: The convenience stairs will be steel or wood construction with underside of stringers encased in gyp board, plywood or MDF subfloor and finished wood treads and risers. The stair construction will be unrated construction and will be in compliance with 2014 NYC Building Code.

iv) Rails: The convenience stair rails will consist of steel or wood balusters with a steel or wood handrail attached to the stair treads.

Egress stairs: The egress stairs are cast-in-place concrete.

i) Number of stairs: There will be 2 egress stairs connecting the floors of the Building.

ii) Enclosure: The interior wall finish at the egress stairs is painted non-combustible construction. The stair enclosure will be 2 hour rated construction in compliance with 2014 NYC Building Code.

iii) Stair construction: The egress stairs, stringers, treads and risers are 2 hour rated non-combustible concrete construction in compliance with 2014 NYC Building Code.

iv) Rails: The rails are steel and to be mounted to the wall. Where required, the guardrails are to be steel with steel top rail.

v) Balustrade: Where required, steel with steel top rail.

11) Interior doors and frames:

Hollow metal doors and frames to be steel.

i) Unit entries and interior doors and frames: The Unit entry doors will be 1.5 hour fire rated solid core wood and the frames will be painted hollow metal or wood with wood trim. The doors will meet all applicable code requirements. Interior doors will be unrated solid core with hollow metal or wood frames with wood trim.

ii) Corridor doors and frames: At the common corridors, the egress stair doors will be 1.5 hour fire rated hollow metal doors with hollow metal frames and will meet all applicable code requirements. All other utility doors at the common corridors will be 1.5 hour fire rated hollow metal doors with hollow metal frames and will meet all applicable code requirements.

iii) Cellar, bulkhead, roof, and mechanical space doors and frames: 1.5 hour fire rated hollow metal doors with hollow metal frames and will meet all applicable code requirements.

12) Elevators:

All elevators are new MRL elevators provided by Fujitec.

i) Two (2) passenger elevators PE1 and PE2 serve construction floors Cellar through 12 and two (2) elevators PE3 and PE4 serve construction floors Sub-cellar through Roof. PE4 is designated as the fire service access elevator and also opens onto the mechanical roof at construction floor 16.

ii) PE1 and PE2 have a capacity of 2,500 lbs. and operate at 350 fpm.

iii) PE3 has a capacity of 3,500 lbs. and operates at 350 fpm.

iv) PE4 has a capacity of 3,500 lbs. and operates at 350 fpm.

v) PE1- PE4 are operating as four individual simplex elevators with independent micro-processor control systems and variable frequency drives.

vi) Type: PE1-PE4 are machine room-less traction elevators.

vii) Doors: PE1-PE4 are 3'-6" wide x 7'-6" high single speed side slide doors at both front and rear of the cab.

viii) Location of control room;

a) PE1-PE4 control room is located in the Cellar.

ix) Manufacturer's warranties and maintenance contracts shall be passed-through and name the Sponsor or the Condominium Association as the warranty and contract holder. Maintenance Contract and Warranty period for the system shall substantially match standard market available warranty periods and begin the earlier of a) substantial completion of the warrantied item or b) after the date of substantial completion of the building. Sponsor reserves the right to substitute in their place warranties of equal or of better quality. Maintenance contracts will be transferred to Condominium Association and be borne as part of the common expense for each Condominium Unit.

13) Elevator cabs

i) Kind: New custom elevator cabs provided by Fujitec (PE1-PE4)

ii) Floor (material); elevator floor will be stone.

iii) Walls (material); The elevator cab wall panels will be wood with stone base, metal trim and metal handrails or equivalent.

iv) Ceiling (material); the elevator ceiling will be a drop panel made of wood or equivalent.

v) Lighting: The elevator cabs will have ceiling recessed LED-integrated down lights or equivalent.

vi) Alarm, safety system: The elevators will have an alarm bell, emergency communication, and phase 1 and phase 2 firefighter operation. There will be a ceiling emergency exit hatch in each elevator.

I. Auxiliary Facilities

1) Laundry rooms.

i) Each Residential Unit will have an electric washer and dryer. Refer to Schedule of Appliances that Follows for Unit Laundry Machine model(s).

i) All dryers to be vented with dryer exhaust fans located at the mechanical roofs of the building.

ii) Center panel of Laundry closet door has a 'slat' louver profile to allow for manufacturer ventilation requirements.

ii) A Laundry Room is provided at the Cellar with 2 card operated washers, 2 card operated dryers and one sink for common Residential use. Use of machines to be paid for by user.

i) Conditioned air will be supplied to the room.

ii) Dryers to be vented and exhausted at the second floor roof.

iii) Machine types and model numbers:

LG "Giant-C" Front Load Card Operated Washer- electric

LG "Giant-C" Front Load Card Operated Dryer - gas

2) Refuse disposal.

i) Incinerator(s): none

ii) Compactor(s): There will be one hydraulically operated horizontal extruder-type compactor unit, located in the Refuse Compactor Room on the Cellar level. The compactor will be served by a Trash Chute located in the Refuse Room located on each residential floor, adjacent to the elevator core. Recycling will be collected by the Building Management Service from storage receptacles placed within the Refuse Room on each Residential Floor.

Manufacturer: All-City Metal

Model: MC4500 or equal

Capacity: 2,500 LBS/hr

iii) Initial storage location (ultimate storage location): Initial storage location for the trash will be in the Refuse Compactor Room. Trash will be moved out through the Service Corridor.

3) Storage Room: 22 SF. A storage room will be provided at construction floor 01 for use by building management.

4) Package Room: 181 SF. There will be package room at construction floor 01 for use by building management.

5) Workshop: 248 SF. A workshop room will be located at Cellar for use by building management.

6) Bicycle Storage: 587 SF. There will be a total of 50 bicycle storage spots allocated for bike storage in the Condominium, located at the first floor of the Building.

J. Plumbing and Drainage

1) Water supply for domestic water system: A new 6 in. copper domestic water service supply with a NYC department approved back flow preventer and 1.5" tick fiberglass insulation will be brought from the water main on 78th street. The main shutoff valve will be located in the Incoming Water Service room located in the cellar.

Permit(s) required. NYC DEP approval for the connection was obtained in 2019.

2) Fire protection system: One (1) new 6 in. incoming fire service from 78th street will supply water to the fire protection system. The building will be provided with a 750 gpm automatic fire pump and a jockey

pump, which will supply water to the combination FSP/sprinkler risers throughout the building. Fire Pumps will be located at Cellar level.

i) Fire standpipe risers will be 6 in. and will be located in each fire stair. A floor control valve assembly and hose connection will be provided in the stair at each floor. All sprinklers will be supplied from the automatic fire pumps.

ii) Fire hose valves will be located in each stair.

iii) Sprinkler heads -Sprinklers will be provided in the entire building. A combination of concealed sidewall and concealed pendant sprinkler heads will be provided throughout the building in the residential units, common spaces and back of house spaces from the sub-cellar through the roof. A dry sprinkler system with pendant sprinkler heads will be provided for the garage. Pendant sprinkler heads will be provided in the cellar and in the package room and service corridors on the first floor.

iv) Fire Department connections will be provided for the combination standpipe system on the 78th Street façade of the building in accordance with code.

3) Water storage tank: There will be one 15,000 gallon capacity storm water detention tank located at the cellar level of the building. The floor, walls, and ceiling of the tank will be concrete, waterproofed on the interior and painted on the exterior. Two access hatches will be provided at the top of the tank in the garage floor slab for maintenance access.

4) The domestic water distribution will be provided in 2 zones to maintain the required the pressure at the fixtures. Two sets of booster pumps at the Cellar will pump the water to pressure low and high zones. Domestic water pressure to fixtures will range from a maximum of 85psi to a minimum of 35 psi. Pumps to be Goulds, model numbers ESV15-3 and ESV16-6 with a 1 year warranty from start up, or equal.

5) Sanitary sewage system. Sanitary drainage from the building's plumbing fixtures will be run in cast iron piping with hubless mechanical couplings. One (1) new sanitary connection will allow the waste to fall under gravity to the sanitary pipes downstream of the house trap.

i) Sewage piping (Cast Iron);

ii) Sewage pumps (Sewage Ejector Pumps at Sub Cellar level); Make/model to be WEIL 2535, 75% efficiency with a 1 year warranty.

iii) Sewage disposal (Connection to a NYC DEP combined building sewer in 78th street).

6) Storm drainage system. Storm drainage from all roofs and setbacks will be conducted down the building in cast iron leaders on the building's interior. Horizontal piping will be hubless with mechanical couplings, while vertical risers will be hub and spigot. Rainwater will discharge to a storm water detention tank by gravity then discharge to a 10" combined sewer connection on 78th street.

i) Yard and roof drains: all roofs and setbacks

ii) Piping: cast iron leaders

iii) Eject or sump pumps: Clear water accumulated in elevator pits will be pumped to an indirect connection nearby through elevator pit sump pumps rated for 50gpm. Make/model to be Stancor Model 2"SEW-200, 72.7% efficiency with a 1 year warranty or equal.

7) Irrigation:

i) Drip irrigation and/or non-freeze hose bibs for planting areas will be provided at sidewalk gardens on 78th street and West End Avenue, the amenity Garden Terrace on West End Avenue.
ii) Non-freeze hose bibs and dual receptacles are provided at each private terrace.

K. Domestic Water Heating

1) Domestic hot water serving each pressure zone will be generated by central plate hot water heating exchangers and supplied by hot water boilers both located at the Cellar level. Pressure zones will be provided with plate heat exchangers. Each pressure zone's hot water piping will be parallel to the cold-water system, with hot water circulated back to the water heaters for temperature maintenance. Water will be heated from 40°F to 140°F, then blended with cold water by a thermostatic mixing valve for a delivery temperature of 120°F. Domestic hot water serving each of the zones will be generated by plate hot water heating exchangers connected to the condenser water circuit.

   Boilers provide heating for apartments and amenity/back-of-house spaces. Rooftop furnaces provide heating for apartments and common corridors. Electric heaters are provided in various common spaces. Primary bathrooms are provided with electric radiant floors.

   Domestic hot water will be produced by indirect fired hot water heaters capable of providing hot water at peak demand. Domestic hot water temperature to be 120 degree F.

   Multiple thermostats are provided per apartment. One thermostat is provided per fan coil unit with some unit serving individual spaces and others serving multiple rooms.

   i) Hot water heater: Hubbell Model BWP400SI706BPD indirect fired hot water heater, capacity-recovery 706 gph, 98% efficiency, with a 5 years prorated tank warranty and 1 year component warranty or equal.

   ii) Boilers: (3) Lochinvar ((1) stand-by), model FB-5001, 90% efficiency, with a capacity of 4800 MBH each, and 2-year warranty or equal.

   iii) Air distribution ducts to be supplied with ¾" to 1 ½" thick fiberglass insulation with an R value ranging from 4.2-4.8.

L. Fuel (Natural Gas)

1) Gas supply new low-pressure gas services will be brought to the building from the POEs.

2) Four (4) new meters will be installed to feed emergency generator, HVAC systems, residential kitchen ranges and commercial gas dryers, gas will be distributed throughout the building via steel Schedule 40 piping.

3) Type; Low Pressure

4) Piping. steel Schedule 40

M. Air Conditioning

Floor levels referenced in this section refer to construction floor.

The system was designed to support an internal temperature of 75° F and base ambient temperature of 95° F. Equipment was selected based on these peak loads.

1) Two (2) 725 GPM cooling towers Cooling towers will be located at the construction 16-floor roof level and will provide condenser water to the primary condenser loop and will be decoupled from the

secondary condenser water loop via a heat exchanger. Two (2) energy recovery units (one located on the rooftop (ERU-R-1) and one located at the cellar level (ERU-C-1)), which utilize toilet exhaust air as pre-treatment for the air, provide ventilation for the apartments. One (1) rooftop outside air unit (RTU-R-1) provides ventilation for the common building corridors. One (1) cellar-level outside air unit outside air unit (DOAS-C-1) provides ventilation for the lobby, amenity spaces, and back-of-house spaces.

2) Residential Units:

   i) Air conditioning within the apartments will be provided via Variable Refrigerant Flow (VRF) water cooled condenser units by Samsung (AM0__KXWDCH/AA), served by the secondary condenser water loop as described above. The condensing units range from 38 to 55 MBH cooling capacity and 43 to 61 MBH heating capacity. Each apartment will have one or more dedicated VRF water cooled unit(s) within a mechanical closet or in the ceiling.

   ii) The water-cooled condensing units will provide refrigerant to fan coil units (FCUs) by Samsung (AM0__MNMDCH/AA) located above dropped ceilings. The fan coil units range from 7.5 to 48 MBH cooling capacity and 8.5 to 54 MBH heating capacity.FCUs will require an access panel in the ceiling, which will typically be located above bedrooms, living rooms, bathrooms, closets, kitchens and/or corridors within apartments. The indoor units vary in tonnage depending on the space they serve. FCUs will be ducted with insulation to linear supply grilles. Temperature control will be provided within these areas. The fan coil units will also have condenser unit water piping.

   iii) The air conditioning system will be designed in accordance with the New York City Energy Conservation Construction Code for interior design and external design temperatures.

3) Unit Owners may not install humidification systems into their unit's HVAC system.

4) Energy Efficiency:
   i) ERU-R-1 – 13.2 EER (cooling) / 80% (furnace heating)
   ii) ERU-C-1 – 16.2 EER (cooling) / 5.5 COP (WSHP heating)
   iii) RTU-R-1 – 11.4 EER (cooling) / 80% (furnace heating)
   iv) DOAS-C-1 – 12.9 EER (cooling) / 6.0 COP (WSHP heating)
   v) AC-C-1 (Lobby unit) – 15.0 EER (cooling) / 5.0 COP (WSHP heating)
   vi) BOH/Amenity Heat Pumps – 12.5 min /16.9 max EER (cooling) / 4.3 min / 5.4 max COP (WSHP heating)
   vii) Boilers 1/2/3 – 90%
   viii) Condenser Water & Hot Water Pumps – 74% - 80%
   ix) ACU-C-1 (Elevator machine room) – 14.1 EER
   x) Water cooled condensers (dwelling unit ACs) – 14.5 min /15.5 max EER (cooling) / 5.0 min / 5.1 max COP (WSHP heating)

5) Piping insulation to be fiberglass and from ½" to 2" in thickness.

6) Exterior metals and fasteners are to be corrosion resistant.

7) Rooftop equipment will be installed with vibration isolation.

N. Ventilation

Due to the nature of centralized ventilation systems in multi-tenanted high riser buildings, there may be variations to the nominal values listed.

a) Residential Units: Residential units will be provided with make-up air via a riser from outdoor or indoor variable volume energy recovery units located at the roof and cellar level. The make-up air will be

ducted to the space. In addition, a VAV box will be utilized to regulate the amount of air required based on kitchen exhaust operation.

b) Residential Bathrooms: The toilet exhaust will be extracted from the toilets to the outdoors via an exhaust fan within the energy recovery units.

c) Residential Kitchens: Kitchens will be ventilated through the kitchen hoods connected to a central kitchen exhaust fan system with a variable air volume capabilities. The kitchen hoods located within the residences will be provided with a dual position ZRT Damper which will allow for continuous minimal exhaust and enhanced exhaust operation for when the kitchen hoods are energized. The kitchen exhaust fan speed will be varied based on system pressure.

d) Dedicated laundry exhaust shafts will be provided for the dryers in the apartments. This air will be exhausted via rooftop kitchen exhaust fans.

e) Units are supplied with 500 to 775 CFM of ventilation, depending on the unit size. As per ASHRAE 62.1., dwelling units require ventilation rates of 5 CFM per person and 0.06 CFM per sq. ft. The ventilation provided exceeds the code requirements.

f) All diffusers have been designed for a maximum NC level of 20.

O. <u>Electrical System</u>

Floor levels referenced in this section refer to construction floor.

Wire material and size: Residential units vary in sizes from 100amp to 200amp via 3#1 aluminum + 1#6 ground up to 4#250 mills + 1 #2 aluminum ground feeder size. Aluminum wire is accepted by both NYC and national electrical codes and is typical in modern residential construction.

1) Main Service Switchgear:

i) Service from main service switchgear (Electrical service will be provided by Con Edison at 120/208 volts, 3 phase, and 4 wire to an Electric Switchboard Room and distributed via cable and conduit risers and switches to the common elements of the building and to a panel within each individual Owners Unit. Service from building main switchboard to meter distribution boards serving residential units is provided via 800A/600A switch /fuse and/or 800A / 700A switch/fuse serves via 2 sets of 4-500MCM AL+ 1# 3/0 AL ground up to 4 sets of 4-500mcm AL + 1# 350MCM AL ground.

ii) The building loads will be centrally metered from several Con Edison meters located in the Cellar Electrical Room. Each residential unit will be individually sub-metered by the landlord using a NYC approved manufacturer.);

iii) Service to individual units (Electric service to individual units will be provided at 120/208 volts, single phase to a service sized based on the calculated tenant load. This service will feed an apartment panel board located within the respective unit. The apartment panel sizes will vary from 125-200A depending on the demand load of the items within the units. Each panel board will contain the individual branch circuit breakers for the lighting, convenience receptacles, kitchen appliances and local air conditioning units.)

iv) Main Distribution Switchboard located at Cellar level will serve meter distribution cabinets which will house the landlords NYC approved sub-meters located at construction 2nd, 5th, 8th, 11th and 15th floor electrical closets which then distribute to the apartment panels.

2) Service: Circuit breakers will be sized to accommodate the electrical load and the cables will be sized to accommodate the current drawn by the appliances on the circuit.

3) Emergency Generator: A Natural Gas Emergency Generator is located on the 16th construction floor of the building. During a loss of main power scenario, the project's ATS senses that utility supply power is down. Each ATS will have connection to the generator controller to notify it centrally that the main power has been lost and the generator will be initiated to provide back-up power for emergency & optional standby loads. Once the generator is up to speed, the emergency & optional standby loads will be brought on, via signals from the generator controller to the respective ATS's. Optional Standby power to be provided to the main kitchen refrigerator and one receptacle for all apartments. Cost of operation of the Emergency Generator to be borne by the Condominium Association as part of the common expense for each Condominium Unit.

   i) Generator Exercise Period;

      Generator set to be exercised for a minimum of ten minutes off-load at least once a week and for a minimum of 30 minutes with load at least once each month so that engine reaches normal operating temperatures. Testing to conform with NYC Fire Code, Electrical Code and NFPA 110.

4) Convenience/Appliance Outlets: Within each individual Residential Unit, convenience and appliance receptacles and outlets will be provided in all rooms (per Building Code). Arc-Fault Circuit Interrupter's (AFCI) shall be provided as required by Building Code. Receptacles in Bathrooms and in Kitchens will be ground fault protected where required by code.

5) The electrical service will comply with all applicable codes including NYCEC, NFPA 70, (NEC), NYCECC, NYCBC, NFPA 72.

6) The average Load Center serving the residential units is 42 circuits including all kitchen appliances, AC unit, washers, dryers.

7) Lighting: Units will be supplied with a mixture of LED downlights throughout the apartments and decorative sconces at bathrooms.

8) The life safety Emergency Generator serving the building is a Cummins/Onan set model C350NG rated for 350KW, located at the 16th floor construction roof in its own sound attenuated weather-proof enclosure. The Generator to operate all required life safety loads for a minimum of 4 hours at 100% rated load during a power failure.

P. <u>Telephone, Internet, Cable, Intercom and Security Services</u>

1) The telecommunication system will allow for a variety of telephone, Cable TV Service and Broadband Data Service providers. All charges for cable television, telephone, and internet connection (Broadband or Dial up) service (including installation and subscription charges) will be paid by each Unit Owner directly to the applicable service provider. Residents will be responsible for arranging service from providers.

2) All services will enter the Building into the Cellar via West End Avenue. Charges for telephone, internet, and cable services provided to the Residential Common Elements will be borne by all Residential Unit Owners as a Residential Common Expense.

3) The Common Telecommunication room is located at the Cellar and connected to Telecom closets that are in a shared riser, staggered with the electrical closets.

4) Telephone

a) Spectrum or Verizon shall install and maintain telephone and internet services entering the Building.

b) Every Unit Owner will be required to pay their associated telecom charges and initial charges for activating individual outlets in the Unit.

c) The telephone charges with respect to the Residential Common Elements of the Building (such as concierge's desk, maintenance offices and shops, etc.) will be borne by all Residential Unit Owners as a Residential Common Expense.

5) Cable Television

a) Spectrum or Verizon shall install and maintain cable service entering the Building.

b) Every Unit Owner who desires to obtain such service will be required to pay either cable company for activating and wiring their Unit and for installing appropriate outlets. Thereafter, the Unit Owner will be required to pay a monthly service charge to the service provider, which will vary depending upon the services subscribed to by the Unit Owner.

6) Intercommunication and/ or door signal systems, security closed circuit TV

a) The Building is to be wired with risers for TV and telephone service. Each Residential Unit is to have TV and tel/data connections in the living room and bedrooms. All the horizontal cables will terminate in a NID box for future connection by the TV and telephone utility company.

b) Each Residential Unit will be equipped with an intercom system enabling communication to the front desk and main entrance entry panel.

c) Residential Apartment intercom by Comelit system will have ability to interface with front desk and Main entry door intercom station. Product warranty is 2 years.

7) Security

a) The security access control systems shall be physical server-based mercury systems with Card Readers installed on select common doors throughout the complex. The Managing Agent will be responsible for assigning cards to Unit Owners and managing the access privileges associated with their card.

b) An IP based Video Surveillance system will deploy cameras throughout select common areas of the Building. All security head end equipment will be in the main telecom room as well as in the super's office. The lobby will be staffed with a 24 hour lobby attendant.

c) Intercom system for Stairwell and elevator landing will be commercial based system will communicate with lobby desk or call 911 in case of emergency. Residential intercom system will provide intercom Station at each apartment unit and should provide mobile App as well.

d) Security Management system will provide seamless integration between access control system video surveillance system and intercom system.

e) Security management system provides seamless Interface between Access control system and Video surveillance system for front desk.

f) Access control system is based on Genetec Synergies model with HID reader for amenity spaces. Genetec software has 1-year manufacturer warranty from date of issuance.

g) Axis Cameras used for recording Genetec Video Surveillance are combination of 2MP fixed dome and 6MP 360deg cameras. Axis cameras have 3-year manufacturer warranty from the date of purchase.

h) Emergency communication Intercom from Aiphone system will interface to SIP Phone system in case of emergency. Aiphone provides 2 year warranty after delivery to ultimate user.

8) Auxiliary Radio Control System (ARCS)

a) 378 West End Avenue will be equipped with an FDNY radio communication system that is designed to support emergency radio communications that are specifically designated for FDNY use.

b) The system will use passive technology as developed by NAMSnet that consists of the Radio Amplification Unit (RAU) and a Dedicated Radio Console (DRC) Unit and will have antennae distributed throughout the common spaces and residential floors for the entire building.

c) Antennae will be in stairwells and all cabling to each antenna will be protected and will be 2 hour rated.

d) The RAU is a fully redundant self-contained system that will be fed with utility provided power and the Building's emergency generator power.

e) The connection between the RAU and DRC will be protected by a 2-hour rated enclosure.

f) The system is designed to meet all NYC codes for NFPA 72 radio enhancement systems and is specifically designed to meet the requirements for ARCS systems for NYC high-rises.

g) The DRC can simultaneously operate on FDNY Tactical Channels 11 & 12 independently in either monitor or active mode

h) The system will be licensed and certified by FDNY.

Q. <u>Public Area Lighting</u>

1) Lighting at lobby, public areas and amenity spaces are with recessed LED downlights, wall washers, linear LED cove light and decorative LED pendant lighting by various manufacturers.

2) Recessed downlights at residential circulation corridors will be on 24 hours a day, 7 days a week.

3) LED step lights or wall sconces at public terraces. Lighting at public terraces, exterior spaces and roof decks are turned on and off by timeclock.

4) Lighting at back of house spaces are controlled via occupancy sensors. If occupancy sensors do not detect motion for 20 minutes, lights will shut completely off. During an alarm event, all lights are turned on.

5) Recessed LED downlights, linear lighting, or wall sconces at building entrance marquee.

6) The cost of operation of all public area lighting is to be borne by the Condominium Association as part of the common expense for each Condominium Unit.

7) Public area lighting complies with all applicable codes.

R. <u>Garage</u>

1) 9 individually licensed parking spaces are provided. All parking spaces will be 162 SF, (1) handicap accessible space will be 156 SF, all will be located at the ground level and all will be self-parking. Entrance to the facility will be provided from 78th Street. All parking spaces will be incompliance with ZR 25-62.

2) Each parking space will be provided with an individually metered electrical outlet.

3) The Garage will have a paved concrete surface. Waterproofing will be provided.

4) The Garage will be unattended.

5) Area drains will be provided within the Garage.

6) Parking Spaces can only be used by residents of the building. The parking spaces will be licensed to individual residential occupants only.

7) Fire Protection is provided per item J. 2) iii).

8) Lighting is provided per code and is controlled per item Q. 4).

9) Ventilation is provided via an exhaust fan located in the parking area. Fresh air is provided naturally through garage entrance. The exhaust fan for the parking area discharges into a vertical riser that connects to a perimeter to a louver at the second level.

S. <u>Swimming Pool</u>

1) There will be an indoor salt water/chlorine swimming pool for residential use located at the Sub-Cellar level.

   a) Type: Active recreation

   b) Stated occupancy: 20

   c) Lifeguard on staff. Pool to be closed when lifeguard not on premises.

   d) Pool dimensions, depth and construction: Approximately 75' long x 8' wide and varying depth from 4' to 4'-6," reinforced concrete construction with impervious tile finish on the floors and walls.

   e) Filtration and water treatment: The pool water treatment system will include a commercial grade pump with integral strainer, sand filtration, an automatic chemical control system producing sodium hypochlorite for ORP by way of a saltwater chlorination system, and acid injection for pH control. The automatic chemical control system shall further control a calcium hypochlorite feeder for secondary ORP.

   f) Pool heating: Pool water will be heated by a water-to-water heat exchanger, Bowman FG100-5107-2-T or equal, with hot water provided by the building hot water system. The heat exchanger capacity is rated for 376,000btu with building hot water supplied at 140 deg F.

   g) Materials:

      (i) Pool floor and walls: Cast in place concrete with tile finish

      (ii) Railings: Stainless Steel

   h) Pool and all auxiliary services required shall be maintained by the Condominium Association as a common expense.

T. <u>Amenities and Recreation Facilities</u>

1) Storage:

   a) Storage Cages: There will be a total of fifty-eight (58) Storage Cages in the Building, located in the Cellar of the building, ranging in size from approximately 20 square feet to 41 square feet. The Storage Cages will include factory painted wire mesh cages (including ceiling) and doors. Storage Cages are measured from the outside of the wire mesh to outside of the wire mesh, and where a Storage Cage abuts a wall, to the face of the demising wall.

b) Private Storage Rooms: There will be two (2) Private Storage rooms at the first floor level of the Building located within the Garage. Private Storage rooms will include painted CMU and gypsum walls and doors will be provided with keyed locks. Private Storage rooms will be measured to the center of demising walls between rooms and to the outside of exterior walls and demising walls at common spaces.

c) The Storage Cages and Private Storage Rooms will be licensed to individual residential occupants only.

2) Pet Grooming: There will be a Pet Grooming room located at the first floor of the Building within the Garage. A large sink and a table will be provided.

3) Other: Residential amenities:

Safety, security and maintenance of all common amenities and its equipment are the responsibility of the Condominium Association and the user.

The finishes of the amenities will be as follows subject to the Sponsor's right to make substitutions as set forth in the Offering Plan, the amenities will be equipped with finishes, fixtures and appliances as follows or with their equivalent.

a) Elevator access corridor at Floor 01:

i) Type: Circulation

ii) Materials:

(i) Doors: Wood and Glass partitions and doors to include fire resistive tempered glass where required by code, custom decorative metal screens and wood framing. Wood and metal doors at Stair, Refuse, and Storage rooms to include solid wood doors with hollow metal frames with wood trim.

b) Powder Room at Floor 01:

The Powder room is 52 SF and is provided with a toilet and sink.

i) Type: Circulation

c) Lobby Lounge, Reading Room, Club Room, Children's Room at Floor 01:

i) Type: Leisure recreation

ii) Size and Stated occupancy:

Lobby Lounge- 514 SF, 11 people

Reading Room- 231 SF, 5 people

Club Room- 810 SF, 17 people

Children's Room- 284 SF, 6 people

iii) Materials:

(i) Metal and glass partitions and doors: Wood and Glass partitions and doors to include fire resistive tempered glass and wood framing.

(ii) Built-in millwork: Wood with integrated lighting. Club Room pantry to include wood veneer cabinets, stone counters and backsplash.

d) Music Room:

The Music Room is to be 367 SF and provided with a recording booth by Whisper Room.

i) Type: Leisure recreation

ii) Stated Occupancy: 8 people

e) Sports Simulator Room, Fitness Room and Fitness Studio:

i) Type: Active recreation

ii) Size and Stated Occupancy:

Sports Simulator Room- 336 SF, 10 people

Fitness Room- 1,124 SF, 27 people

Fitness Studio- 228 SF, 6 people

iii) Materials:

(i) Wood and Glass partitions and doors: tempered glass, and wood framing with wood trim.

(ii) Millwork: Wood

iv) Equipment:

Sports Simulator Room: High Definition Multi-Sport Simulator by HD Multi-Sport

Fitness Studio: Weight training and cardio equipment provided by Life Fitness or equivalent.

f) Wellness Lobby:

The Wellness Lobby will be 259 SF and will be provided with two water fountains.

i) Type: Circulation

ii) Materials:

(i) Wood and Glass partitions and doors: tempered glass, and wood framing with wood trim.

g) Basketball Court and Squash Court:

i) Type: Active recreation

ii) Size and Stated Occupancy:

Basketball Court- 1,033 SF, 27 people

Squash Court- 680 SF, 18 people

iii) Metal and Glass partitions and doors: tempered glass, and aluminum framing with aluminum caps

iv) Equipment: the Basketball Court will be provided with a basketball hoop.

h) Locker Rooms: The locker rooms are 183 SF and 180 SF.

i) Type: Circulation

i) Garden Terrace:

The Garden Terrace will be 266 SF and will be provided with a custom stone bench.

i) Leisure recreation and visual amenity

ii) Stated Occupancy: 6

(i) Leisure Seating: Stone or wood bench

(ii) Landscaping/Hardscaping:

1. Fencing: Fence between Outdoor Garden and public way to be aluminum screen or fence
2. Stone pavers

U. Permits and Certificates:

i)	COFA-19-20420	LPC certificate of Appropriateness
ii)	Job # 121189775	Department of Buildings Alteration Type 1
iii)	Job # 123762491	Department of Buildings Fire Alarm Application
iv)	TBD	Department of Buildings ARCS Application
v)	Job # 123491970	Department of Buildings Builders Pavement Plan
vi)	TBD	Department of Transportation Revocable Consent- sidewalk planters
vii)	28402	Department of Parks and Recreation Street Tree Application
viii)	Job # 140856054	Department of Buildings Sprinkler/Standpipe Application
ix)	TBD	Department of Buildings Shed Application
x)	TBD	Department of Buildings Temporary Sprinkler/Standpipe Application
xi)	TBD	Department of Buildings Fire Protection Plan Application
xii)	TBD	FDNY Fire Safety Plan Application
xiii)	TBD	Department of Buildings Boiler Application

xiv) Recurring inspections to be done after the building is in operation:

a) Fire-rated doors: annually

b) Emergency Generator: exercised monthly, quarterly operational inspection as directed by NFPA 110 / local law 111

c) Fire Alarm System: visual / control inspection annually and battery inspection semi-annually as directed by NFPA 72 .

d) Arc System: annually tested as required by NYC bldg. code / FDNY.

e) Lightning Protection System: visual annual inspection as recommended by NFPA 780.

f) Fire pump test: annually

g) Sprinkler rig test: annually

h) Elevators Category 1 test conducted on devices (does not include load test): annually

i) Elevators Category 5 test requires elevators to run at full-load capacity: every 5 years.

V. Violations: The sponsor is in the process of clearing old violations. The sponsor will cure any outstanding violations prior to closing.

W. Unit Information

1) There will be 58 Residential Units

2) Sponsor reserves the unconditional right to make changes due to unforeseen conditions in accordance with the offering plan.

3) All residential units. The finishes of the units will be as follows subject to the Sponsor's right to make substitutions as set forth in the Offering Plan, the individual Condominium Units will be equipped with finishes, fixtures and appliances as follows or with their equivalent.

   a) Flooring: Flooring/base

      (i) Flooring: Engineered wood floor by Ashawa Bay, 5/8" thickness, rift and quartered white oak, 15-20% sheen, select grade with 3 year warranty on sound mat on self-leveling underlayment.

      (ii) Walls: Gypsum wallboard, 1 coat primer, 2 coats finish paint in flat finish. Primer and finish paint to be Benjamin Moore, AkzoNobel, or Sherwin Williams.

      (iii) Ceilings: Gypsum wallboard, 1 coat primer, 2 coats finish paint in flat finish. Primer and finish paint to be Benjamin Moore, AkzoNobel, or Sherwin Williams. Baseboard: Painted wood

      (iv) Door Frames: Hollow metal with painted wood trim

      (v) Windowsills: Painted wood

   b) Kitchen:

      (i) Cabinetry: Painted wood, wood veneer and glass cabinets

      (ii) Countertop: Marble

      (iii) Backsplash: Marble tile

   c) The unit kitchen plumbing fixtures shall be as follows, or equivalent:

Location	Item	Description
Units : 1A	Kitchen Sink	25" Elkay #ECTSR25229BG
	Kitchen Faucet	Waterworks #HNKM10
	Garbage Disposal	Waste King #L-5000TC
Units : 1B, 7-9B, 15B, 1C, 10-12C, 14C, 15C, 4-9D, 14D, 2E, 3E, PHB	Kitchen Sink	31 ½" Elkay #ECTRU32179RTC
	Kitchen Faucet	Waterworks #HNKM10
	Garbage Disposal	Waste King #L-5000TC
Units : 2-12A, 15A, 16A, 2-6B, 10-12B, 14B, 16B, 2C, 4-9C, 2D, 3D. 10-12D, PHA	Kitchen Sink	25" Elkay #ECTSR25229BG
	Bar Sink	18 ½" Elkay #ECTRU17179TC
	Kitchen Faucet (2)	Waterworks #HNKM10
	Garbage Disposal	Waste King #L-5000TC
	Bar Sink	18 ½" Elkay #ECTRU17179TC

All Bars Units: 15A, 16A, PHA(2)	Kitchen Faucet	Waterworks #HNKM10

d) The unit kitchen appliances shall be as follows, or equivalent:

Location	**Item**	**Description**
Units : 1A, 1B, 15B, 1C, 2E, 3E	Range	36” Wolf # GR366
	Ventilation Hood	34” Wolf # PL341912
	Speed Oven	24” Wolf # SPO24TE/S/TH
	Refrigerator/Freezer	36” Subzero # IT-36CI
	Wine Cooler	24” Subzero # UW-24/O
	Dishwasher	24" Subzero # COVE-DW2450
Units: 10-12B, 14B, 2-9D	Range	36” Wolf # GR366
	Ventilation Hood	34” Wolf # PL341912
	Speed Oven	24” Wolf # SPO24TE/S/TH
	Freezer	18” Subzero # IC-18FI
	Refrigerator	30” Subzero # IC-30R
	Wine Cooler	24” Subzero # UW-24/O
	Dishwasher (2)	24" Subzero # COVE-DW2450
Units: 7-9B, 14D	Range	36” Wolf # GR366
	Ventilation Hood	34” Wolf # PL341912
	Speed Oven	24” Wolf # SPO24TE/S/TH
	Freezer	18” Subzero # IC-18FI
	Refrigerator	30” Subzero # IC-30R
	Wine Cooler	24” Subzero # UW-24/O
	Dishwasher	24" Subzero # COVE-DW2450
Units : 2-6B, 10-12C, 14C, 15C, 10-12D	Range	36” Wolf # GR366
	Ventilation Hood	34” Wolf # PL341912
	Speed Oven	30” Wolf # SPO30TE/S/TH
	Steam Oven	30” Wolf # CSO30TE/S
	Warming Drawer	30” Wolf # WWD30
	Freezer	18” Subzero # IC-18FI
	Refrigerator	30” Subzero # IC-30R
	Wine Cooler	18” full height Subzero # IW-18
	Dishwasher (2)	24" Subzero # COVE-DW2450
Units : 2-12A, 16B, 4-9C	Range	36” Wolf # GR366
	Ventilation Hood	34” Wolf # PL341912

	Speed Oven	30” Wolf # SPO30TE/S/TH
	Steam Oven	30” Wolf # CSO30TE/S
	Warming Drawer	30” Wolf # WWD30
	Freezer	18” Subzero # IC-18FI
	Refrigerator	30” Subzero # IC-30R
	Wine Cooler	24” full height Subzero # IW-24
	Dishwasher (2)	24" Subzero # COVE-DW2450
Units: 15A, 16A, 2C, PHA, PHB	Range	48” Wolf # GR486G
	Ventilation Hood	46” Wolf # PL461912
	Speed Oven	30” Wolf # SPO30TE/S/TH
	Steam Oven	30” Wolf # CSO30TE/S
	Warming Drawer	30” Wolf # WWD30
	Freezer	24” Subzero # IC-24FI
	Refrigerator	36” Subzero # IC-36R
	Wine Cooler	24” full height Subzero # IW-24
	Dishwasher (2)	24" Subzero # COVE-DW2450

(i) Exceptions noted below:

PHA will have additional refrigerator drawer at the upper level (24” Subzero # ID-24R).

PHB will have 18” wine cooler (18” full height Subzero # IW-18) in lieu of 24” wine cooler.

e) Bathrooms:

(i) Vanity with stone countertop and custom millwork base cabinet

(ii) Toto low-flow toilet fixture or equal

(iii) Waterworks tub/faucets/accessories, or equal

(iv) Wainscot height stone tile on select walls in primary bathroom. Painted gypsum and stone tile in secondary bathrooms.

(v) Stone tub surround/deck at undermount tubs in select primary bathrooms

(vi) Stone tile floors in primary bathrooms, porcelain or ceramic tile floors in secondary bathrooms

(vii) Glass shower enclosure

(viii) The following secondary bathrooms will receive primary bathroom finishes:
PHA- Bath 4, Unit 15A- Bath 5

f) Powder Rooms:

(i) Custom vanity with stone sink/top and metal legs

(ii) Toto low-flow toilet fixture or equal

(iii) Waterworks faucets/accessories or equal

Wood floor

g) The bathroom fixtures and fittings will be as follows, or equivalent:

Location	**Item**	**Description**
Primary Bathrooms	Sink	Kallista # P72027-WO
	Sink Fittings	Waterworks
	Faucet	Waterworks
	Tub	Kohler Underscore # K1130-0 (undermount tubs in select baths)
		Antonio Lupi- Baia (free standing tubs, select baths)
	Tub fittings	Waterworks wall mounted tub filler with handshower (undermount tubs, select baths)
		Waterworks floor mounted tub filler with handshower (free standing tubs, select baths)
	Shower fittings	Waterworks recessed ceiling mounted shower head
		Waterworks wall mounted shower head
		Waterworks handshower
		Waterworks thermostatic valve trim
	Tub/shower fittings	Waterworks shower head
		Waterworks handshower
		Waterworks thermostatic valve trim
		Waterworks tub filler
	Shower Drain	Waterworks # UNSD02
	Toilet	Toto low flow toilet
		Toto soft close toilet seat
Secondary Bathrooms	Sink	Kallista # P72027-WO
	Sink Fittings	Waterworks
	Faucet	Waterworks
	Tub	Kohler Underscore # K1121-0
	Tub/shower fittings	Waterworks shower head
		Waterworks handshower
		Waterworks tub spout
		Waterworks pressure balance trim
		Waterworks three-way diverter
	Shower fittings	Waterworks shower head
		Waterworks handshower

		Waterworks pressure balance trim
		Waterworks two-way diverter
	Shower Drain	Waterworks # UNSD02
	Toilet	Toto low flow toilet
		Toto soft close toilet seat
Powder Rooms	Sink	Custom sink
	Sink Fittings	Waterworks
	Faucet	Waterworks
	Toilet	Toto low flow toilet
		Toto soft close toilet seat

Exception noted below:
Units 2-12A Bath 2, 15C Bath 4, and 15A Bath 7: Shower fittings to be Waterworks shower head and Waterworks pressure balance trim.

Units 1B and 1C: Shower control fittings to be Waterworks thermostatic control valve trim, (2) Waterworks volume control valve trim and Waterworks two-way diverter valve trim.

In all applicable unit bathrooms, shower rods will not be provided.

h) Laundry rooms/washer-dryer closets:

(i) Porcelain tile floor and wall base or equivalent

i) The unit laundry equipment shall be as follows, or equivalent:

Location	**Item**	**Description**
All units	Washer	27" LG # WM3700HWA
	Dryer	27" LG # DLEX3370W

X. Finish Schedule of Spaces Other Than Units

All painted gypsum walls and ceilings to be 1 coat primer, 2 coats finish paint in flat finish. Primer and finish paint to be Benjamin Moore, AkzoNobel, or Sherwin Williams.

Carpet tile to be Interface FLOR, grade heavy or severe, with 10 year warranty.

Room	**Floor**	**Walls**	**Ceilings**	**Remarks**
Common Corridors	Carpet tile	Painted Gypsum	Painted gypsum	
Service Corridors	Painted concrete	Painted Gypsum	Painted gypsum or concrete	
Basketball Court	floating vinyl sports floor with wood pattern	painted gypsum and wall padding	Painted gypsum	

Squash Court	floating wood floor	painted gypsum and fiberesin wall panels	Painted gypsum	
Pool	Tile	Painted Gypsum	Painted gypsum	
Wellness Lobby	Stone	Wood paneling, wall covering over gypsum and wood slat	Painted gypsum	
Lockers	Porcelain tile, porcelain mosaic tile at showers and wood at saunas.	Ceramic mosaic tile and painted gypsum, ceramic tile at bathrooms and showers and wood at saunas	Painted gypsum	
Fitness Studio	Wood	Painted Gypsum and mirror	Painted gypsum	
Fitness	Wood and rubber sports flooring	Painted Gypsum and mirror	Painted gypsum	
Sports Simulator Room	Artificial turf	Felt wall panels	Painted gypsum	
Music Room	Carpet tile	Felt acoustic wall panels	Painted gypsum ceiling panels	
Laundry	Porcelain tile	Ceramic tile and painted gypsum	Painted concrete	
Storage Cages	Painted concrete	Painted CMU or concrete	Painted concrete	
Lobby	Stone floor and base	Wood and stone paneling and painted gypsum at Lobby. Wood paneling and wall covering over gypsum at adjoining Corridor.	Painted gypsum	
Lobby Vestibule	Stone and walk-off mat floor covering	Wood paneling	Plaster or Painted gypsum	
1st Fl. Corridor	Ceramic tile, stone or equivalent	Wood paneling and/or wall covering over gypsum	Painted gypsum	
Mail Room	Stone tile	Wall covering, wood paneling, and stone paneling	Painted gypsum	
Private Storage	Painted concrete	Painted gypsum	Painted gypsum	
Pet Grooming	Porcelain tile	Painted gypsum	Painted gypsum	
Garage	Concrete with traffic coating	Painted CMU and concrete, brick	Painted sprayed insulation, metal baffle and plank suspended ceiling	
Bicycle Storage	Painted concrete	Painted gypsum, CMU, and concrete	Painted Concrete	
Lobby Lounge	Stone tile	Wood paneling and painted gypsum	Painted gypsum	

Reading Room	Wood	Wood paneling and wall covering over gypsum	Painted gypsum	
Club Room	Wood	Wood paneling and wall covering over gypsum, mirror	Painted gypsum	
Children's Room	Carpet	Wood paneling and wall covering over gypsum	Painted gypsum	
Powder Room	Ceramic tile, stone or equivalent	Glazed brick or tile	Painted gypsum	

Y. Safety and Warning Devices

1) Unit Smoke/Carbon monoxide Detection System: Each Unit will contain a combination smoke/carbon monoxide detector located in the immediate vicinity (within 15 feet) of the sleeping areas and within each sleeping area. The detectors are wired to a 120-volt local power supply and are self-contained with their own sounding device in each apartment.

2) A Fire Alarm pull station is installed and is located in the main lobby adjacent to the building Fire Alarm Control Panel as part of main desk and concierge area. Mircom, model FX-2000MNS cat. 5945, or equal.

Z. Dimension of Units

1) Each Unit consists of an area measured horizontally from the outside face of the exterior walls of the Building to (a) the center line of drywall or masonry partitions separating one Unit from another Unit, (b) the corridor side of any corridor walls, (c) the external unit side of masonry partitions enclosing any common element stairs, (d) the external unit side of any common element shafts, elevators and other mechanical equipment spaces or common elements, and (e) the centerline of drywall or masonry partitions enclosing mechanical shafts shared between two Units; provided, however, that (i) structural slabs, columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits shall not be deducted from the measurement of each Unit, and (ii) common hallways on the floors of full floor units shall not be deducted from the measurement of such Units. Each Unit is measured vertically from the top of the concrete floor to the underside of the concrete slab, but not including such common elements as described above.
2) Living and primary bedroom areas in the Residential Units typically have a minimum of 9'-0" floor to ceiling heights (where measured vertically from the top of the finish floor to the underside of the concrete slab). The presence of hung ceiling conditions in certain areas in all Residential Units, such as secondary bedrooms, foyer, interior hallways, kitchen, bathrooms, powder rooms, closets and other areas, typically have a minimum of approximately 8'-0" floor to ceiling heights. The ceiling heights listed herein are exclusive of dropped ceiling areas at bedrooms, hallways, kitchens, bathrooms, soffits, mechanical equipment including ducts and plumbing elements, and structural offsets and boxed out structural beams.

3) Terraces, balconies, gardens, or other outdoor areas are measured horizontally from (a) the outside face of exterior walls or glazing of the building to (b) the outside face of the exterior parapet or railing and (c) the outside face of exterior fences or centerline of fences between units.

AA. Not used

BB. Further Development

The sponsor does not intend to add additional units to the building.

CC. Asbestos

All Asbestos Containing Material has been removed from the interior of 378 West End Avenue and NYC DEP has issued an ACP-21 form. There is Asbestos Containing Material on the exterior facade of the building, located in the exterior limestone mortar, which will need to be considered during future Local Law 11 work.

DD. Lead-based paint

The sponsor does not have any records, reports, violations, or any other information concerning the presence of lead-based paint in the building.

EE. Additional Documents

1) The following documents will be transmitted to the condominium upon transfer of control, to the extent then within Sponsor's possession: Operations and Maintenance Manuals for Mechanical Equipment, Electronic System Manual, Re-commissioning Report, Equipment Warranties, Roof Warranty, Major Equipment Start-up Sheet, Original Test and Balancing Report for HVAC, major equipment start-up sheets and control system as-built.

COOKFOX Architects, DPC

Richard A. Cook

Partner

By: _____

REGISTERED ARCHITECT
RICHARD A. COOK
078596-1
STATE OF NEW YORK

Sworn to before me

This 16th day of September 2020

SANDRA VEGA
Notary Public - State of New York
No. 01VE6154434
Qualified in Suffolk County
My Comm. Expires Oct. 23, 2022

Notary Public

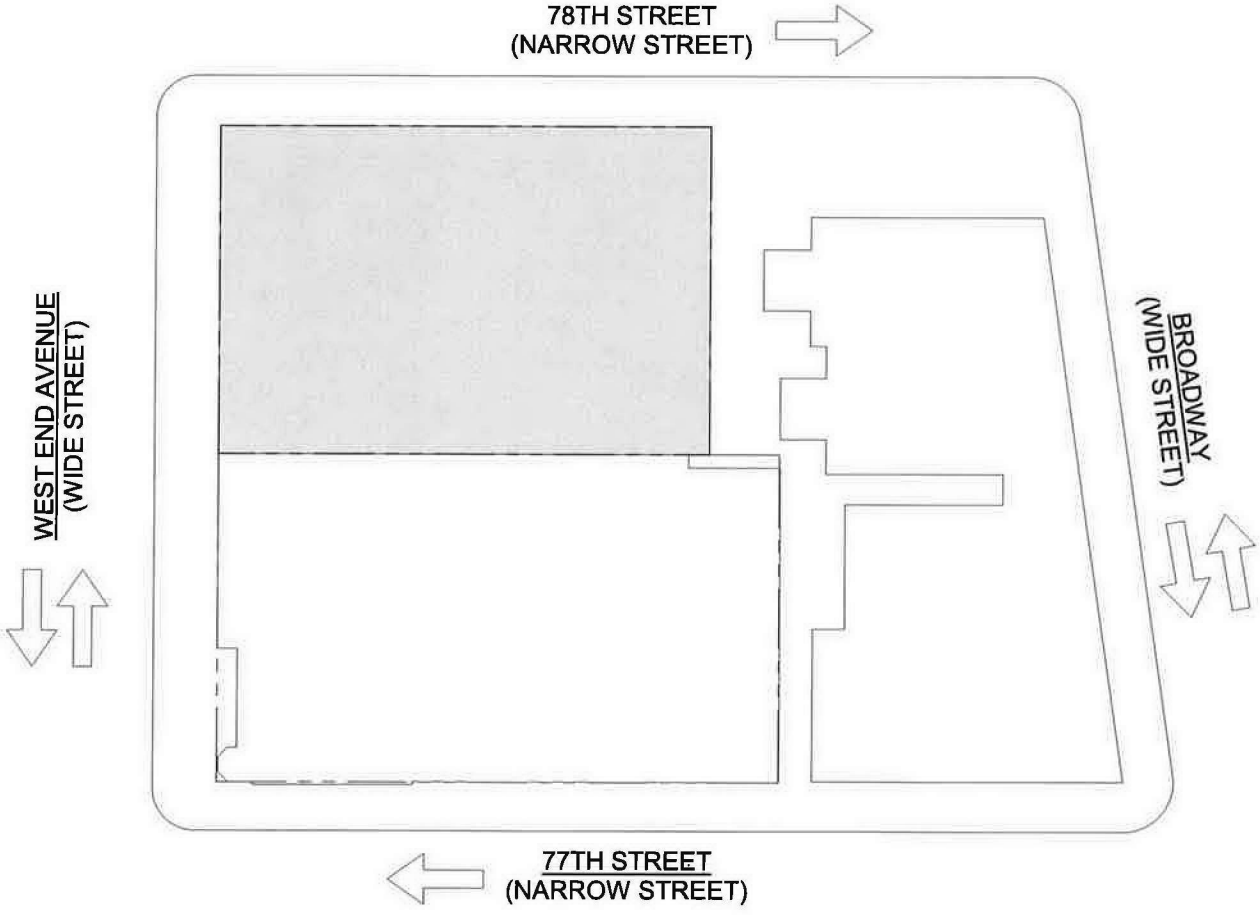
EXHIBIT "5"

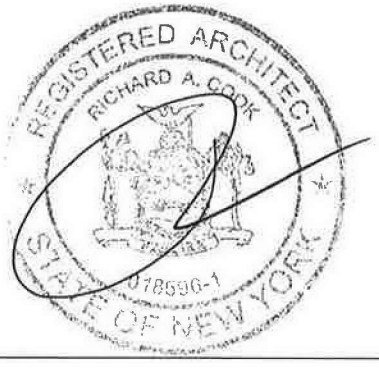
FLOOR PLANS

OF

UNITS

LOCATION PLAN





NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

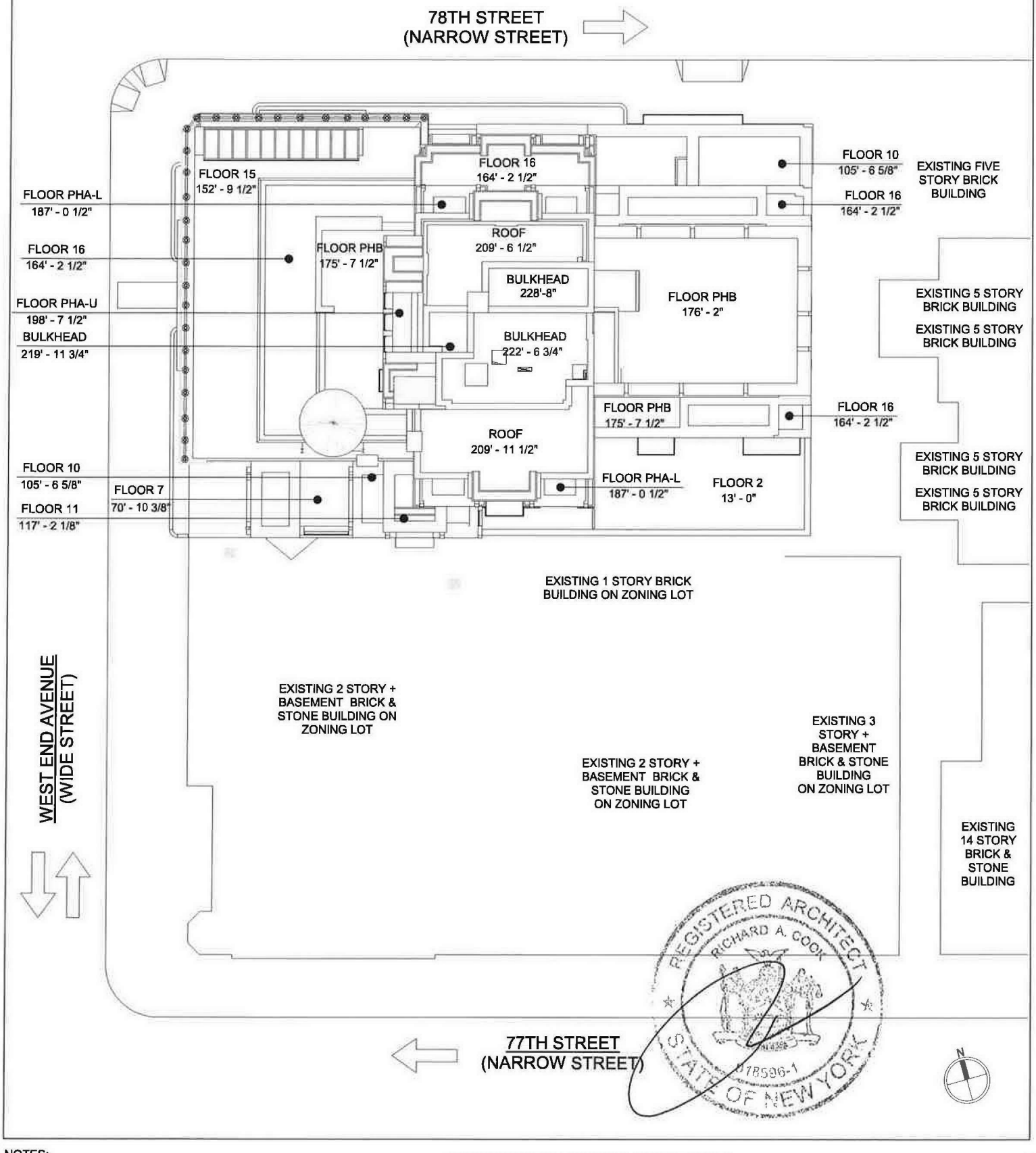
378 WEST END AVENUE
NEW YORK, NY 10024
LOCATION PLAN

SCALE: 1" = 60'

09/16/2020

DRAWING NUMBER:
AG-000

SITE PLAN



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

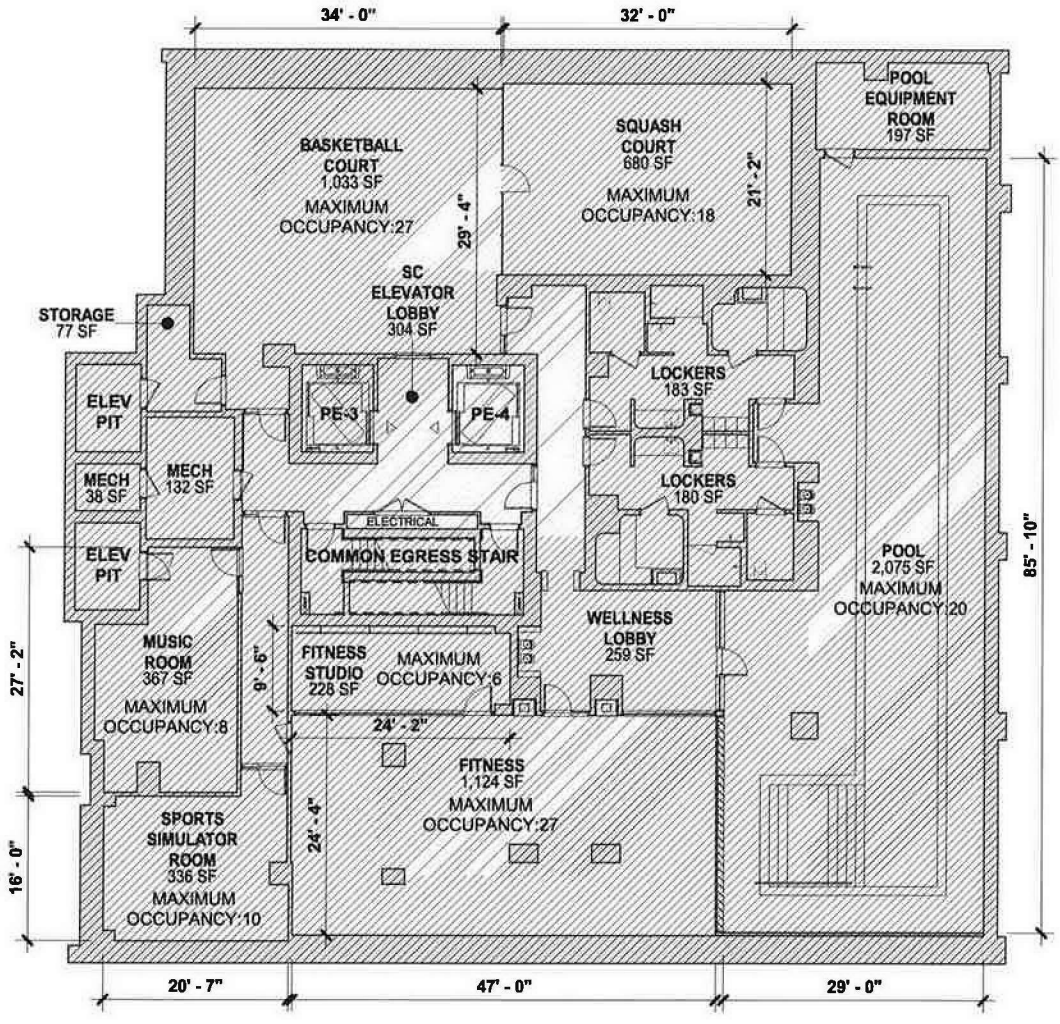
378 WEST END AVENUE
NEW YORK, NY 10024
SITE PLAN

SCALE: 1/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-001

SUB-CELLAR

TOTAL AREA: 10,096 SF / 937.94 SM



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COOK 078596-1 STATE OF NEW YORK

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

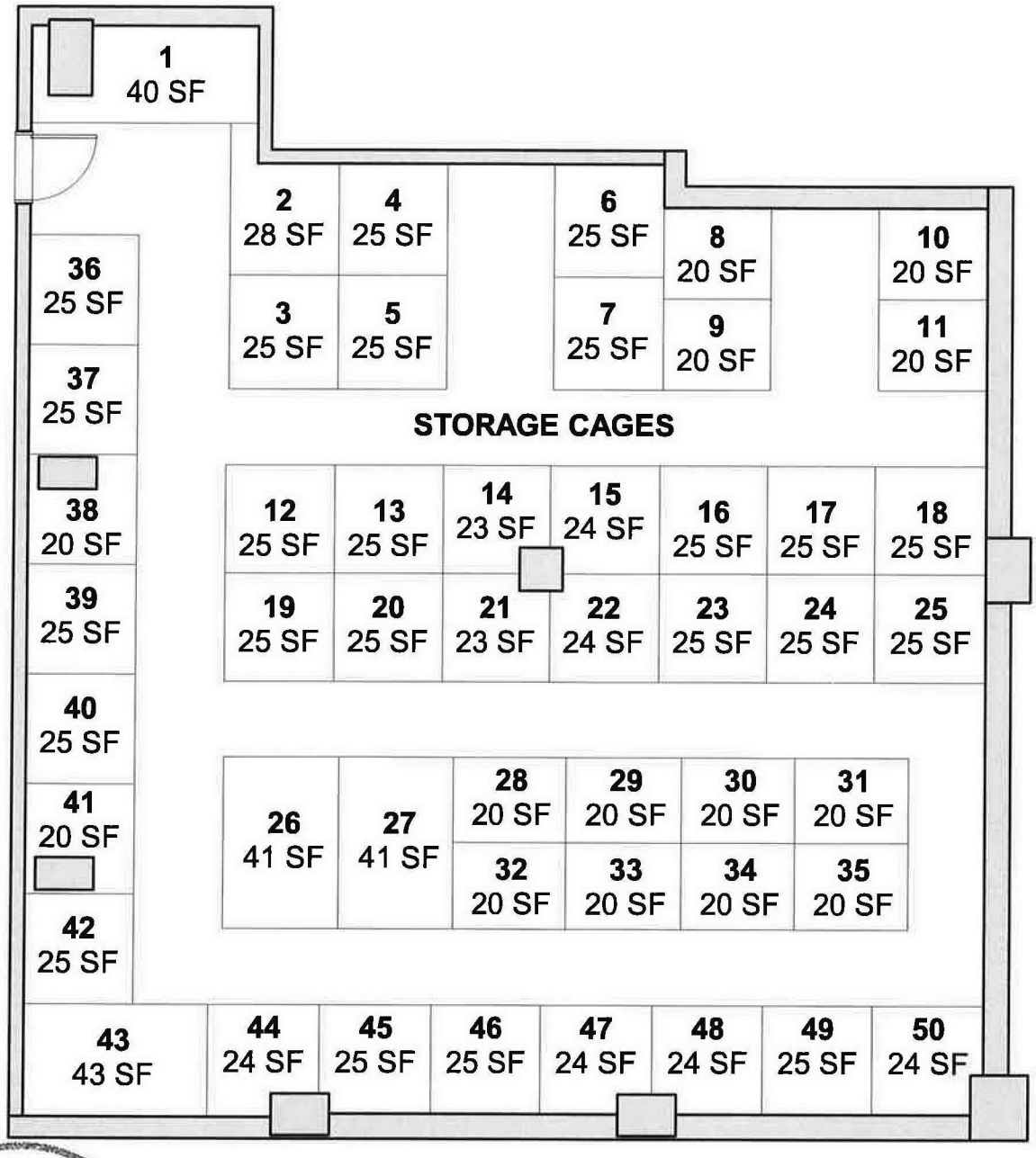
378 WEST END AVENUE
NEW YORK, NY 10024
SUB-CELLAR

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-099

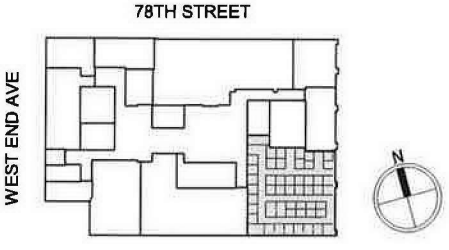
STORAGE CAGES

CELLAR



0' 4' 8' 16'

1/8" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

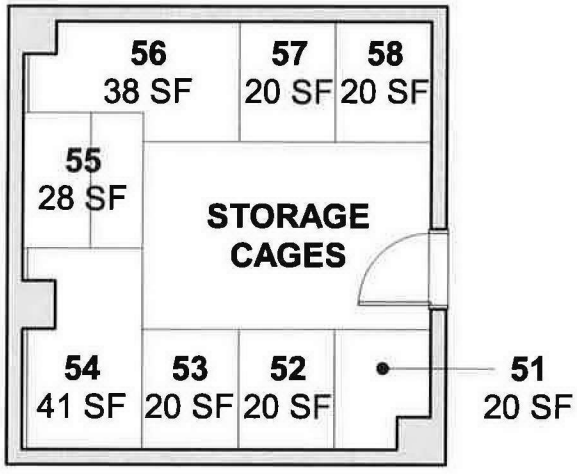
378 WEST END AVENUE
NEW YORK, NY 10024
STORAGE CAGES

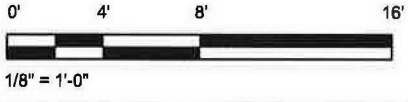
SCALE: 1/8" = 1'-0" 09/16/2020

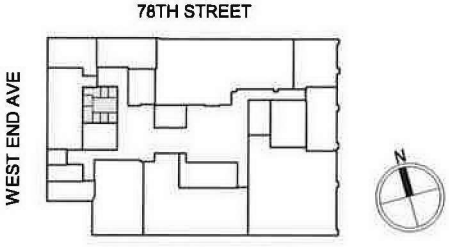
DRAWING NUMBER:
AG-100.01

STORAGE CAGES

CELLAR







NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

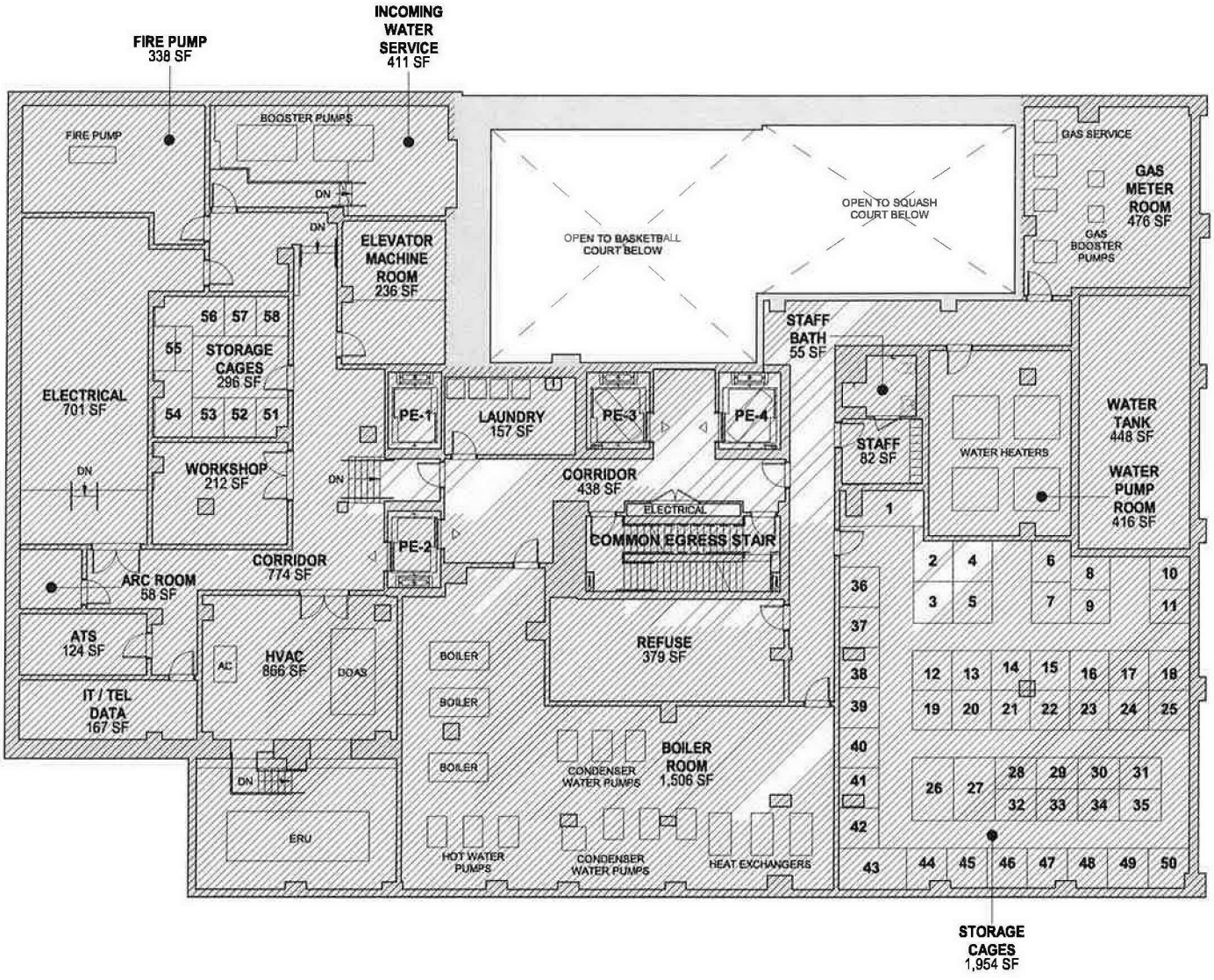
378 WEST END AVENUE
NEW YORK, NY 10024
STORAGE CAGES

SCALE: 1/8" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-100.02

CELLAR

TOTAL AREA: 13,219 SF / 1228.10 SM

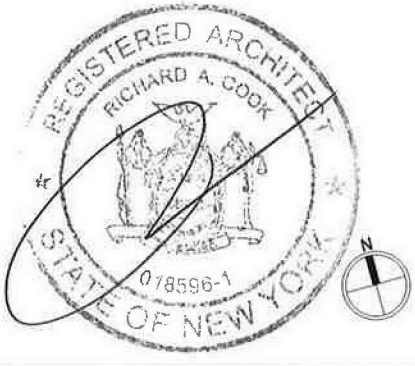


LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

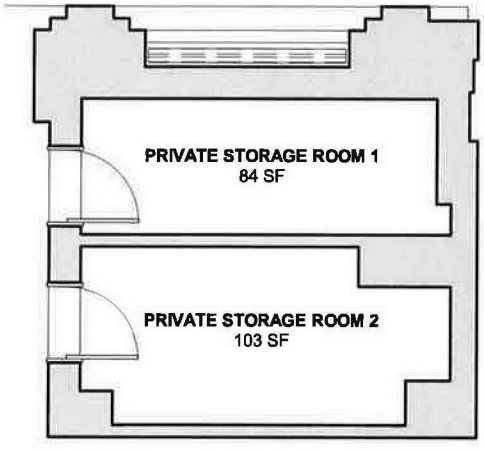
378 WEST END AVENUE
NEW YORK, NY 10024
CELLAR

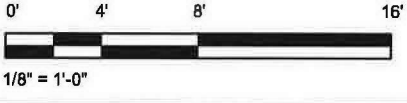
SCALE: 3/64" = 1'-0" 09/16/2020

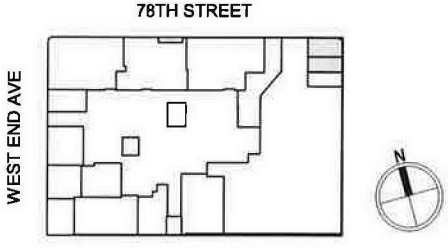
DRAWING NUMBER:
AG-100

STORAGE ROOMS

1ST FLOOR







NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

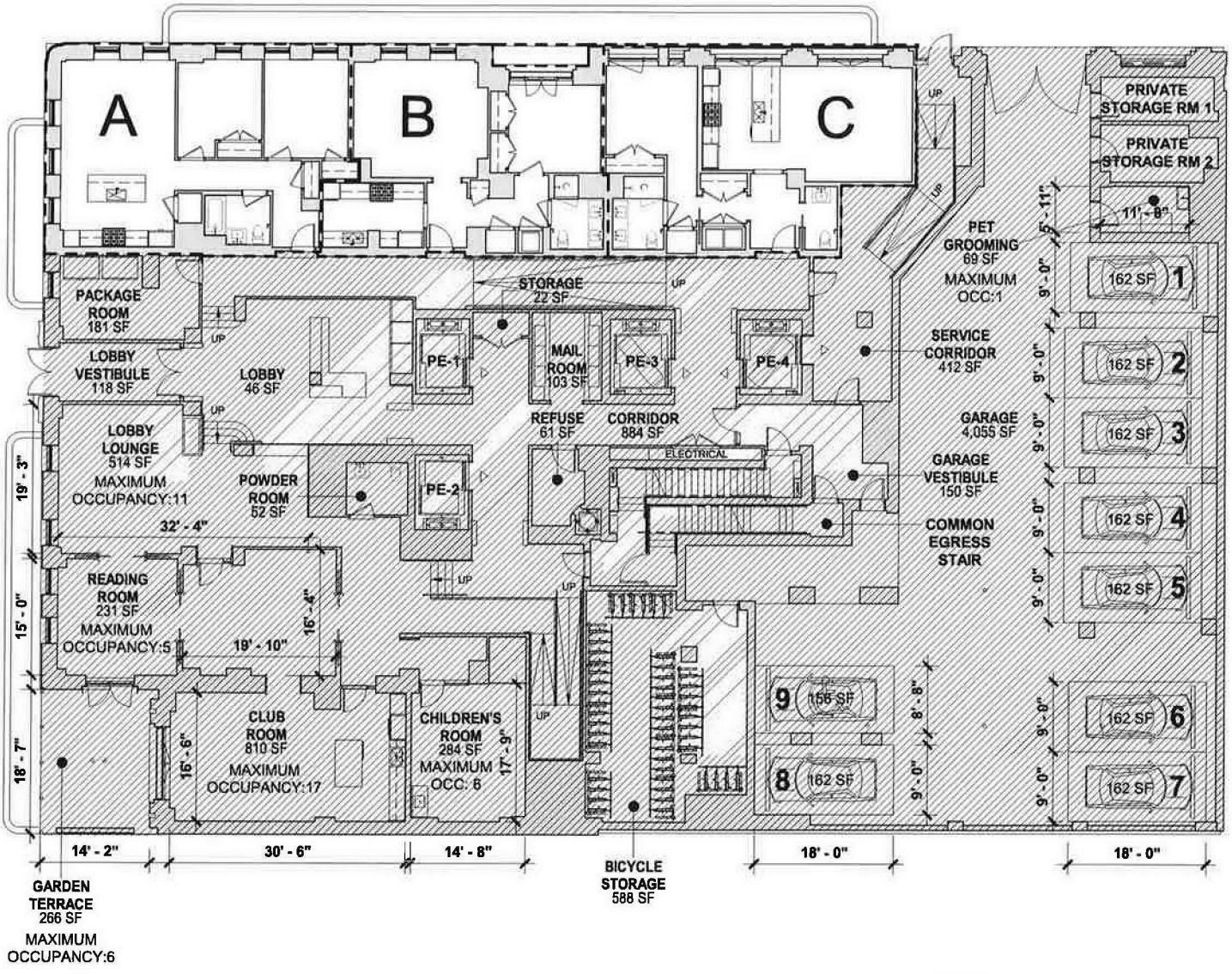
378 WEST END AVENUE
NEW YORK, NY 10024
PRIVATE STORAGE ROOMS

SCALE: 1/8" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-101.01

FLOOR 1

TOTAL AREA: 15,207 SF / 1412.75 SM



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- ✱ LOT LINE WINDOW
- ✚ FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

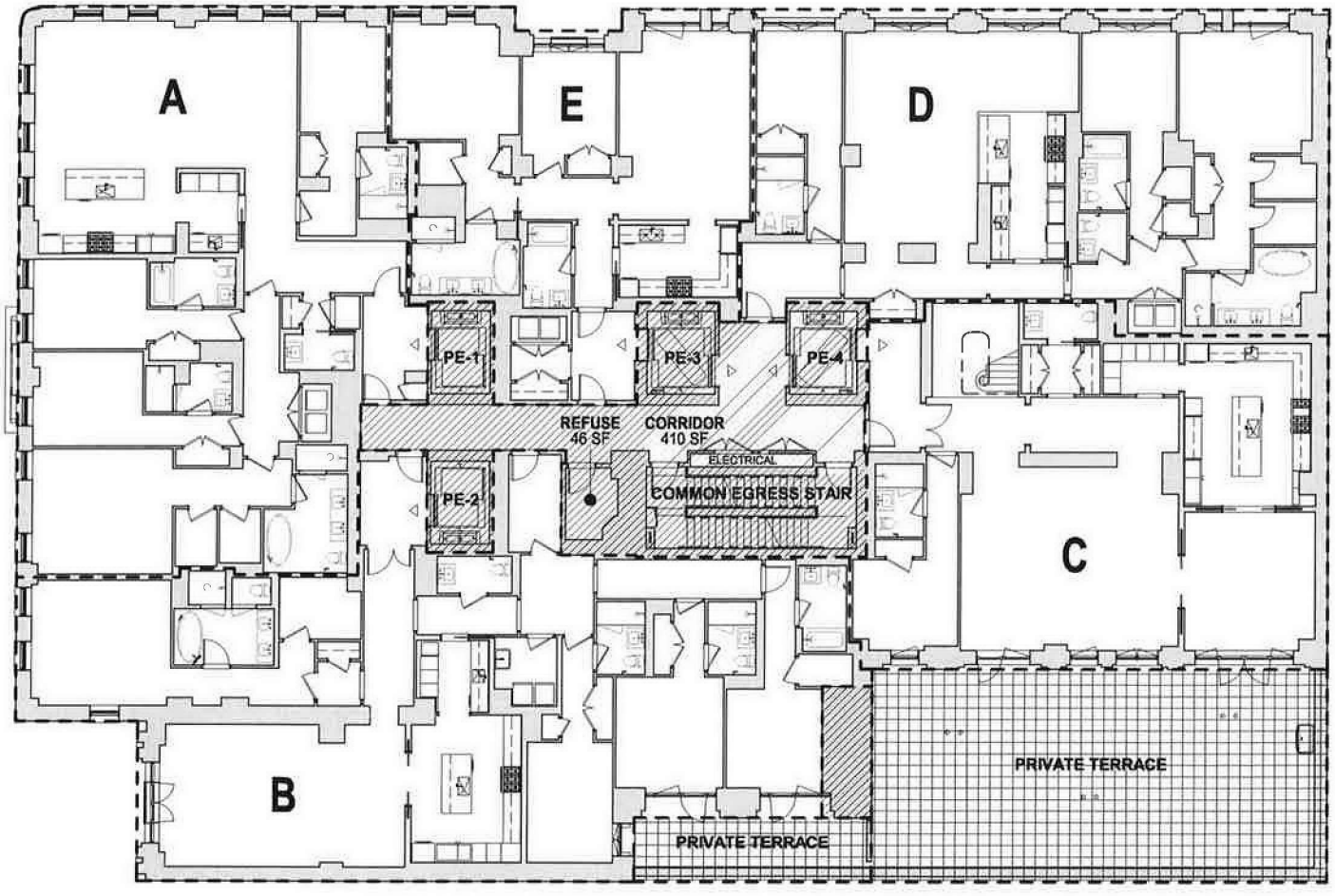
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 1

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-101

FLOOR 2

TOTAL AREA : 13,738 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

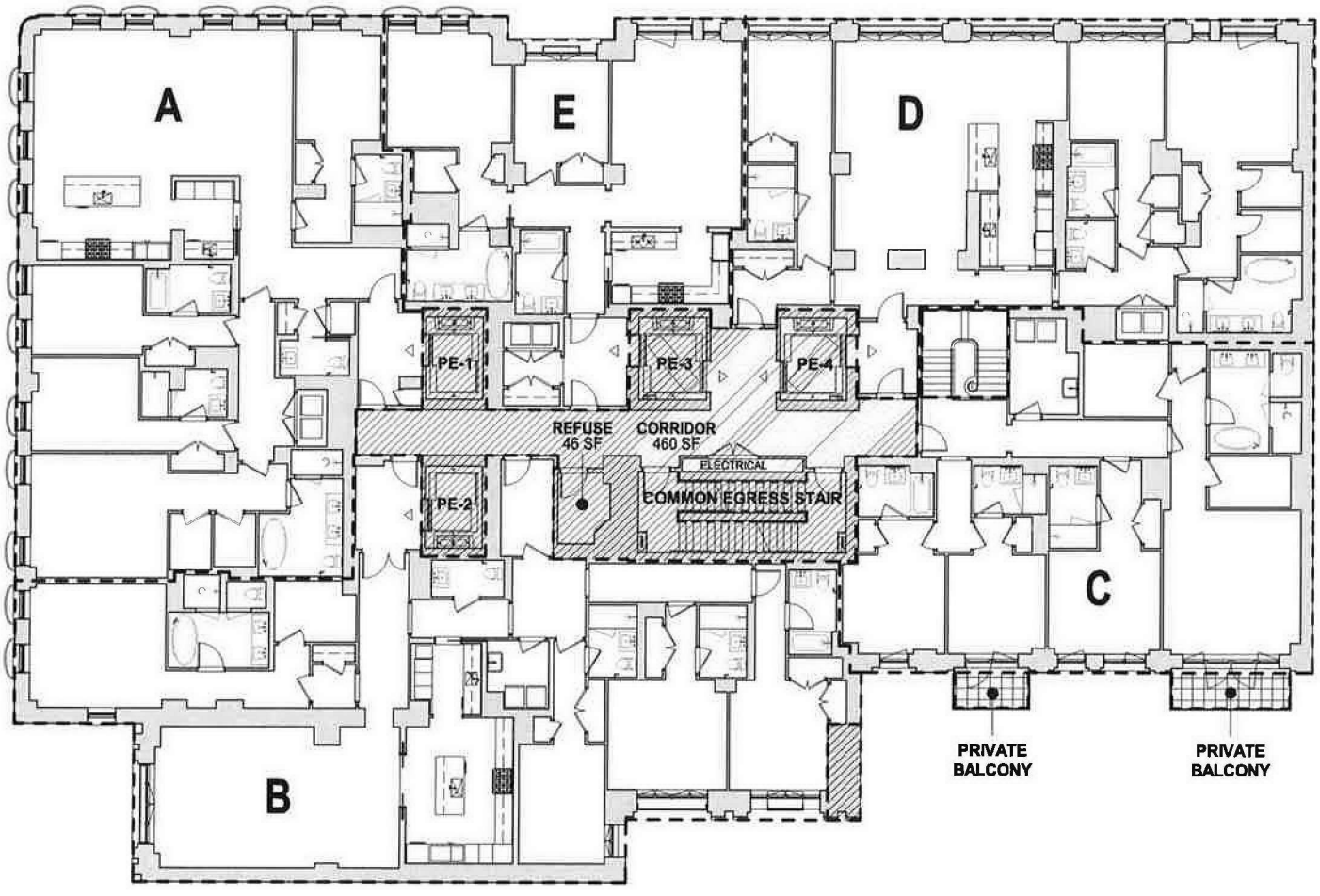
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 2

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-102

FLOOR 3

TOTAL AREA : 13,636 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COOK 018596-1 STATE OF NEW YORK

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

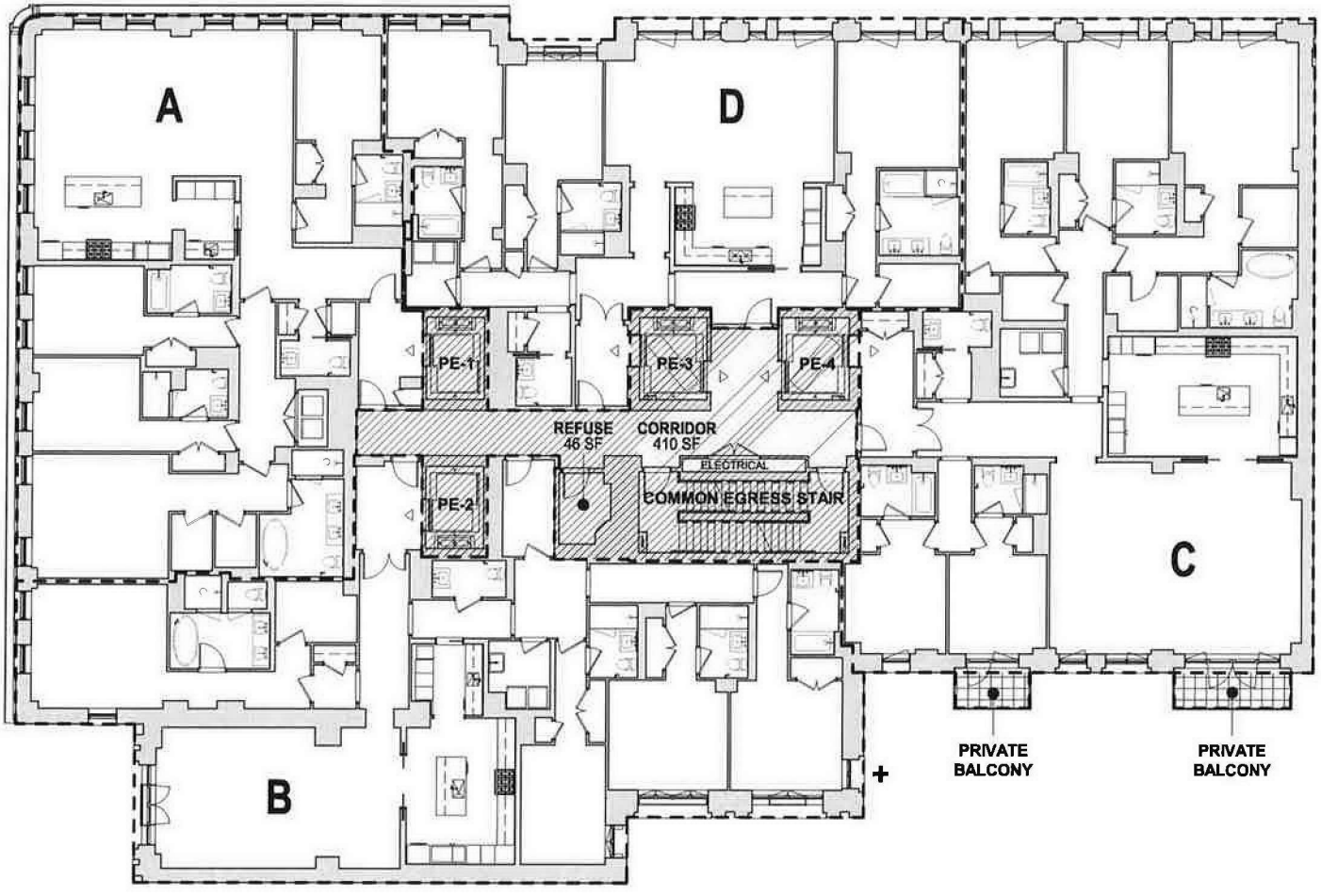
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 3

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-103

FLOOR 4

TOTAL AREA : 13,730 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COOK 019596-1 STATE OF NEW YORK

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

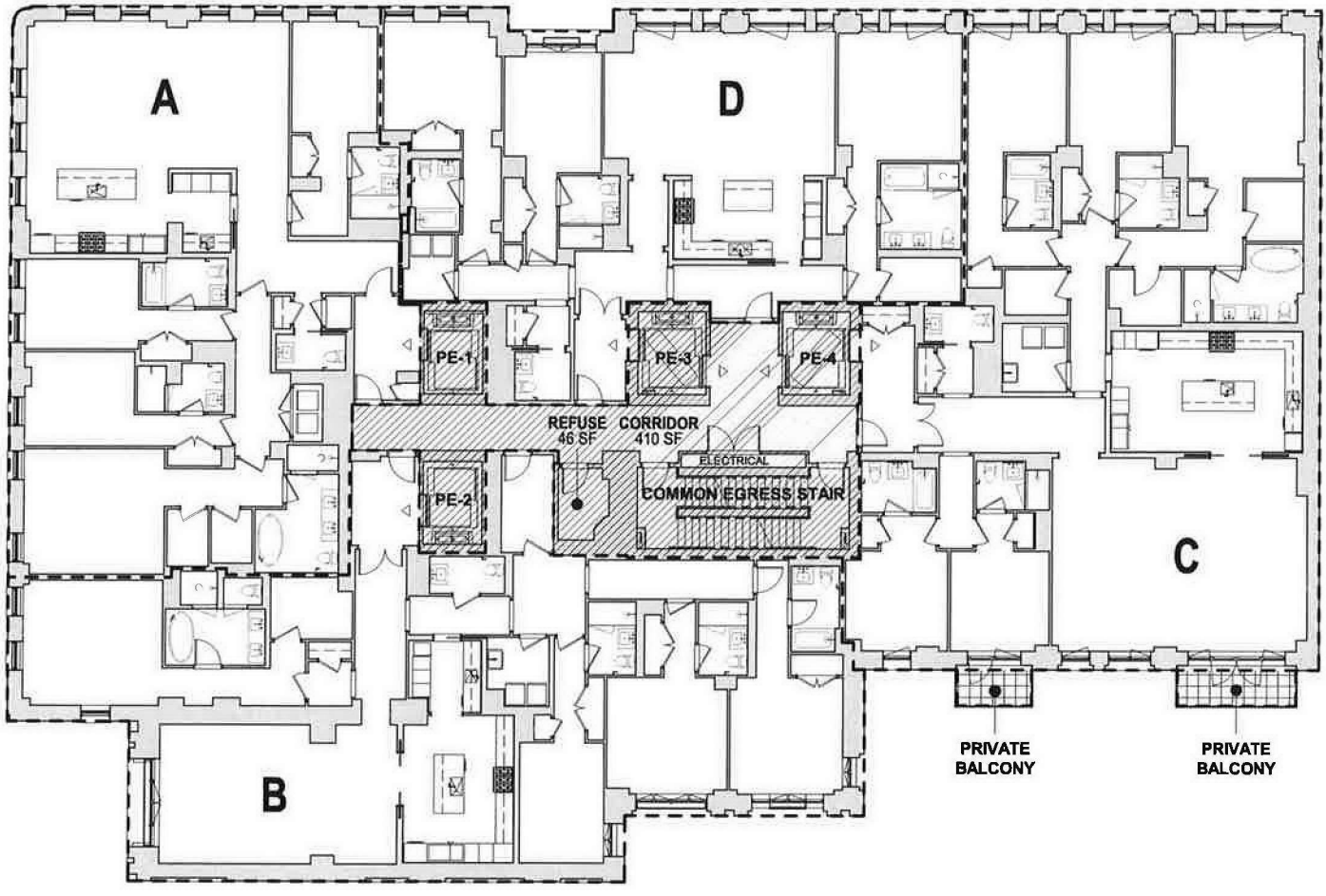
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 4

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-104

FLOOR 5

TOTAL AREA : 13,730 GSF



REGISTERED ARCHITECT
RICHARD A. COOK
018596-1
STATE OF NEW YORK

LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

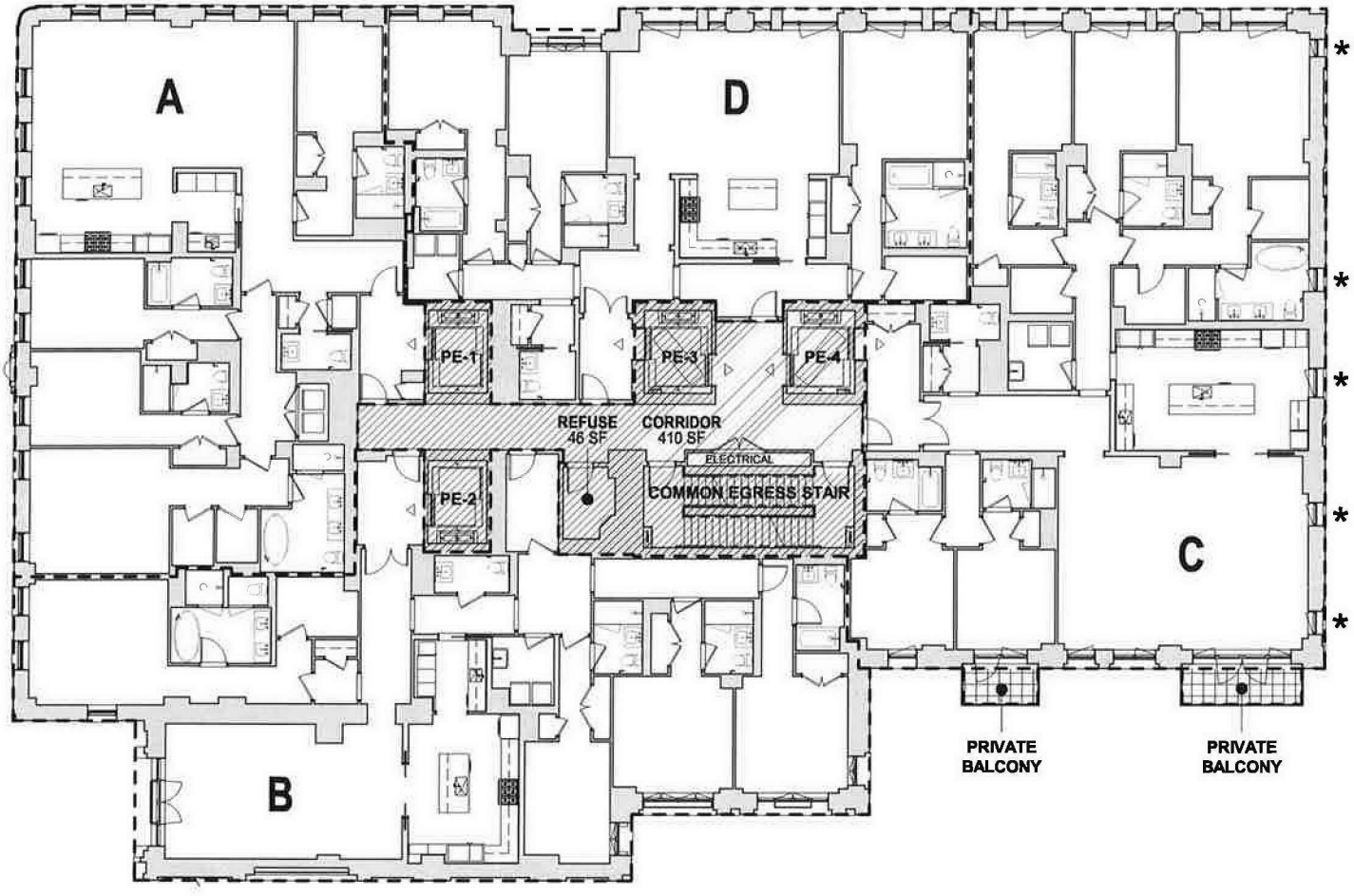
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 5

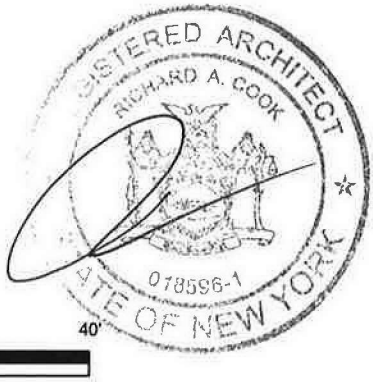
SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-105

FLOOR 6

TOTAL AREA : 13,730 GSF





LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

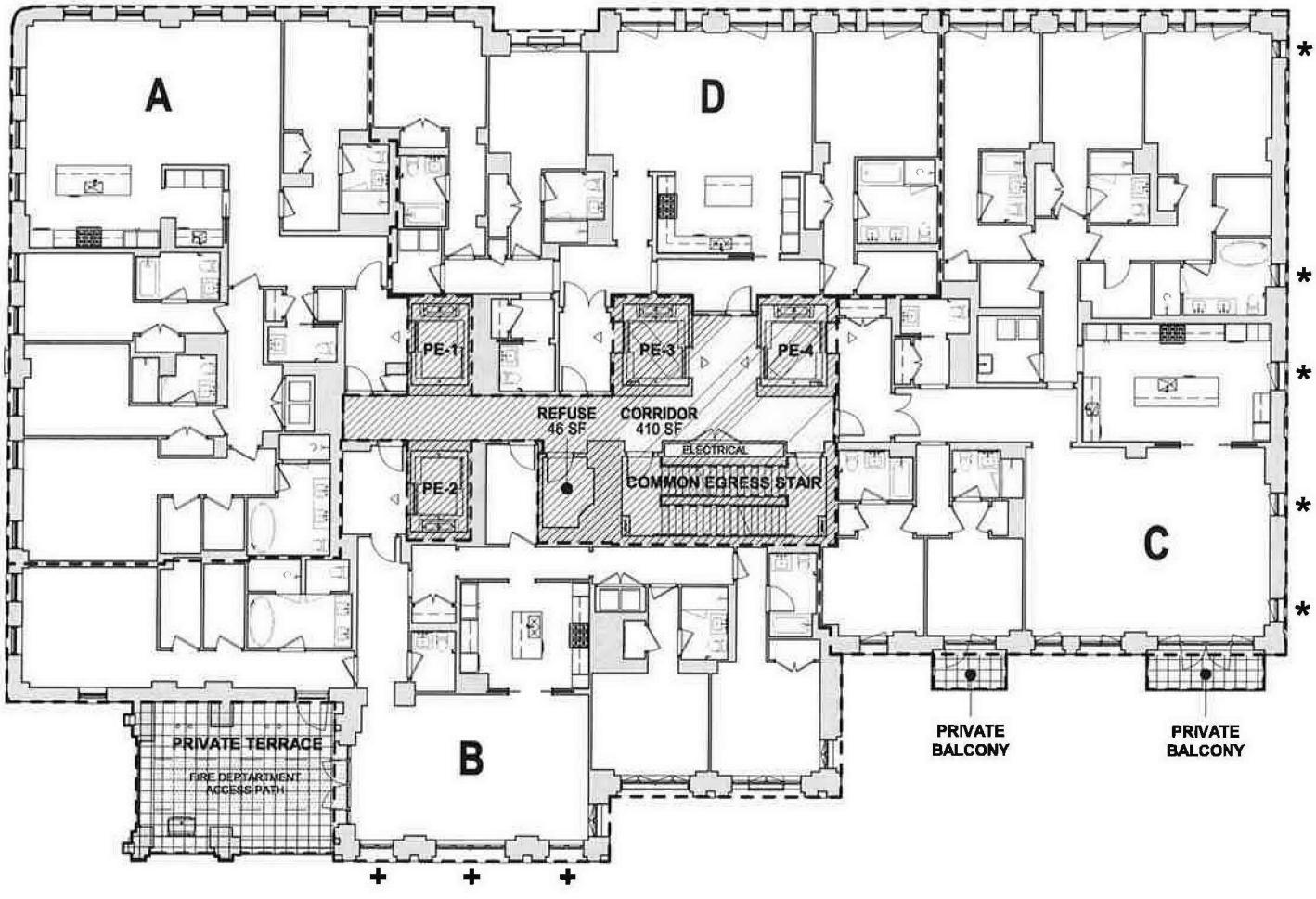
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 6

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-106

FLOOR 7

TOTAL AREA : 13,725 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COOK 018596-1 STATE OF NEW YORK

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

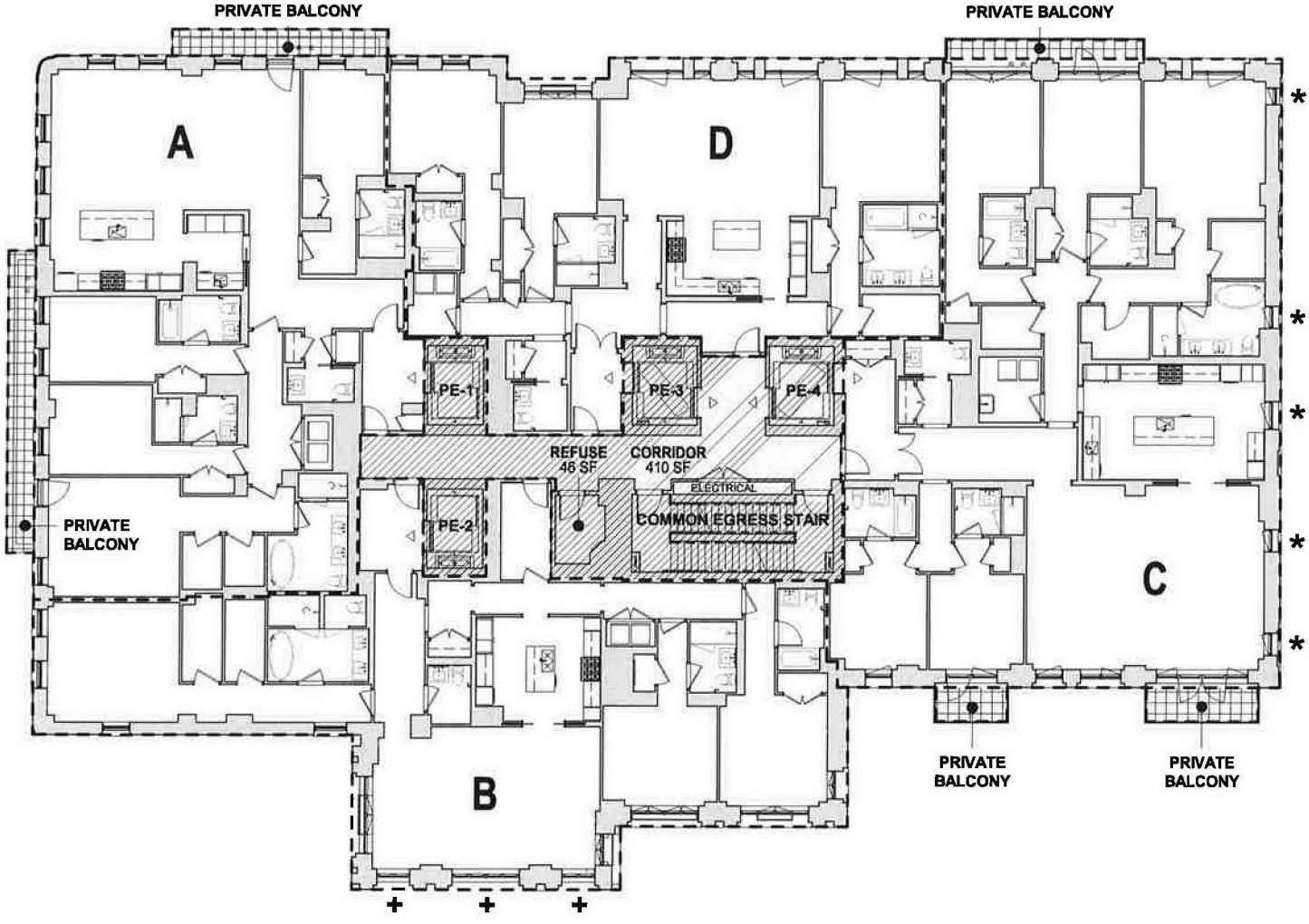
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 7

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-107

FLOOR 8

TOTAL AREA : 13,254 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COCK 018596-1 STATE OF NEW YORK

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

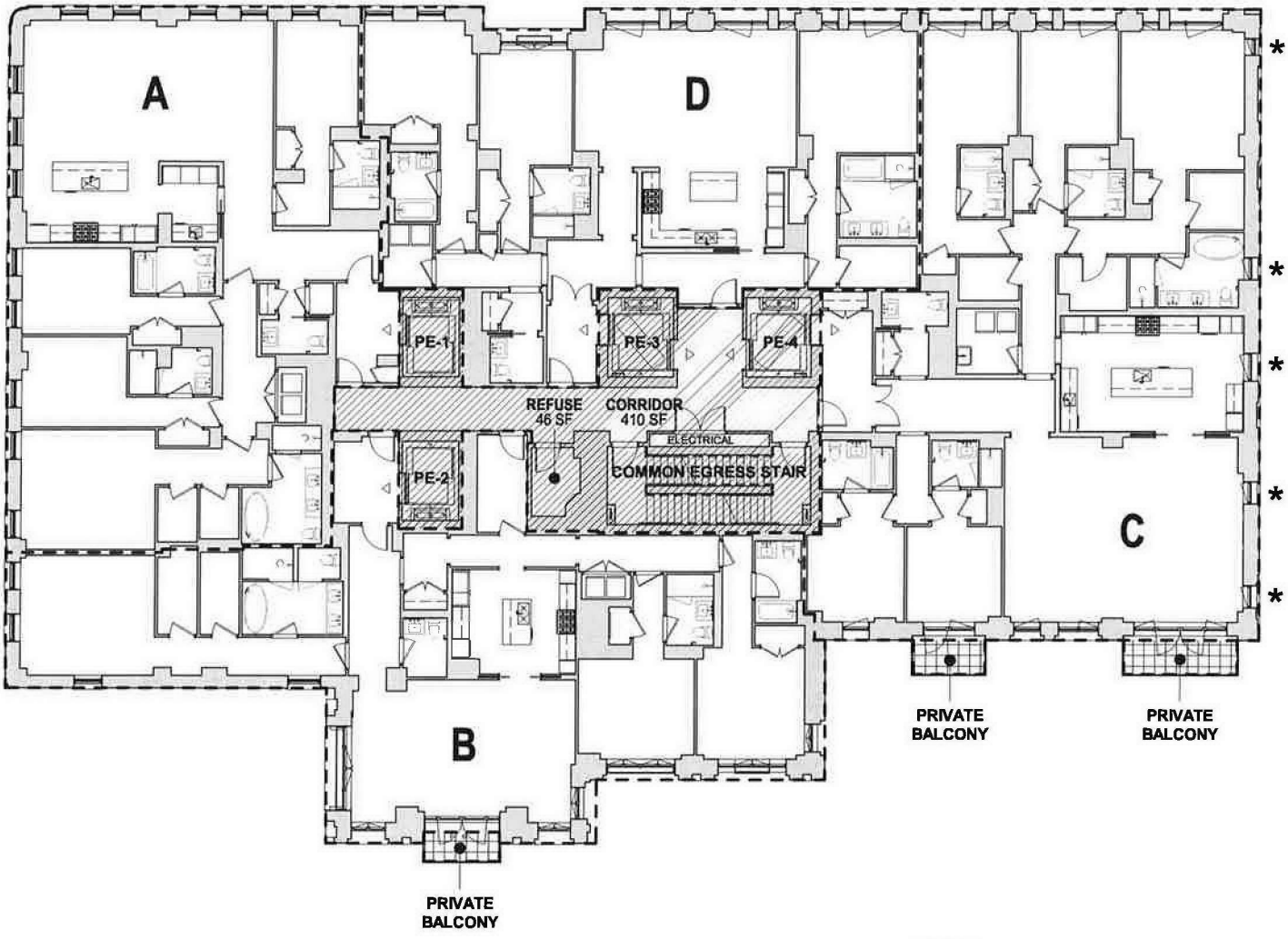
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 8

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-108

FLOOR 9

TOTAL AREA : 13,254 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

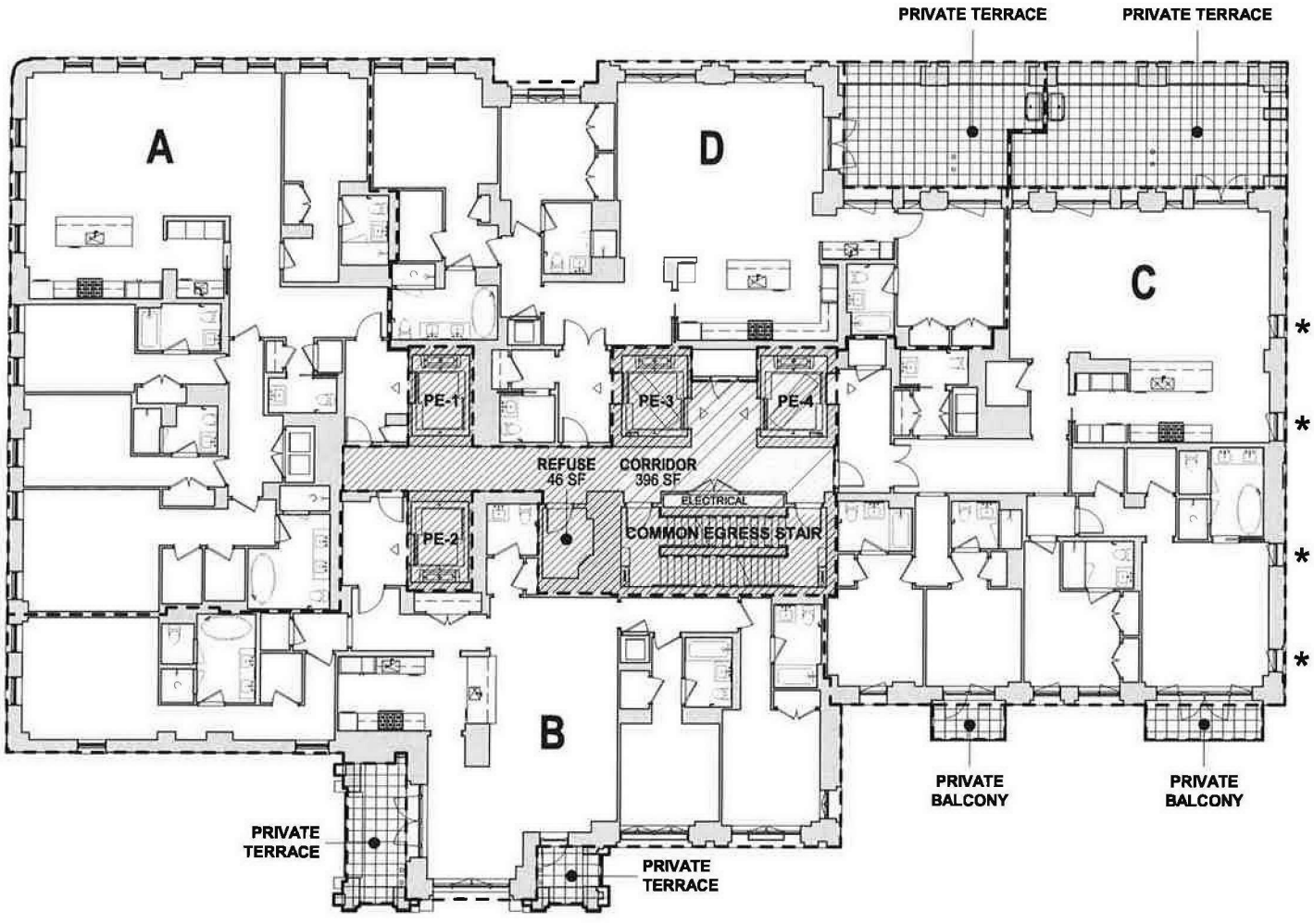
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 9

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-109

FLOOR 10

TOTAL AREA : 12,215 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT
RICHARD A. COOK
076596-1
STATE OF NEW YORK

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

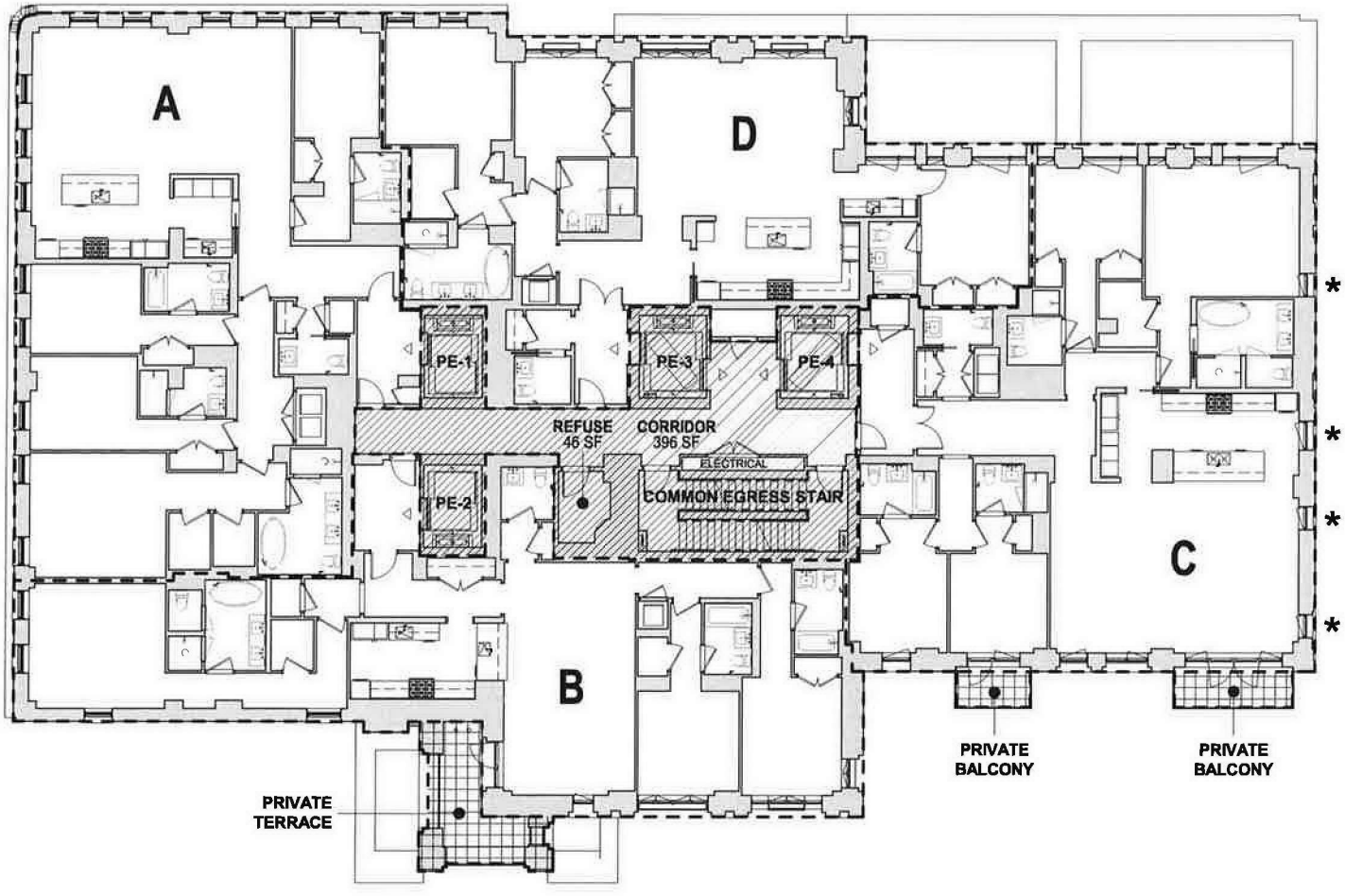
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 10

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-110

FLOOR 11

TOTAL AREA : 11,957 GSF



REGISTERED ARCHITECT
RICHARD A. COOK
018596-1
STATE OF NEW YORK

LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

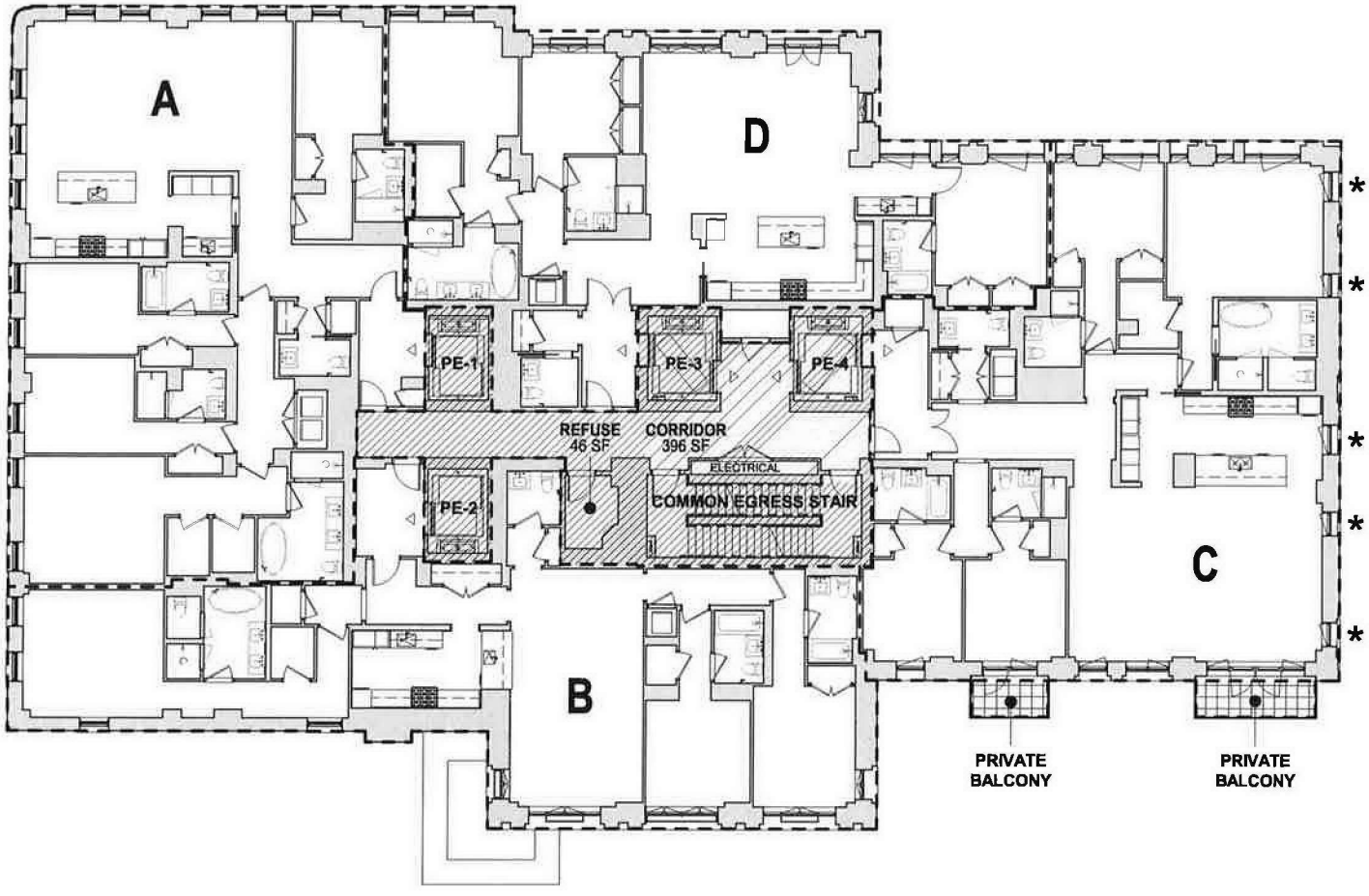
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 11

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-111

FLOOR 12

TOTAL AREA : 11,957 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

REGISTERED ARCHITECT RICHARD A. COOK STATE OF NEW YORK

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

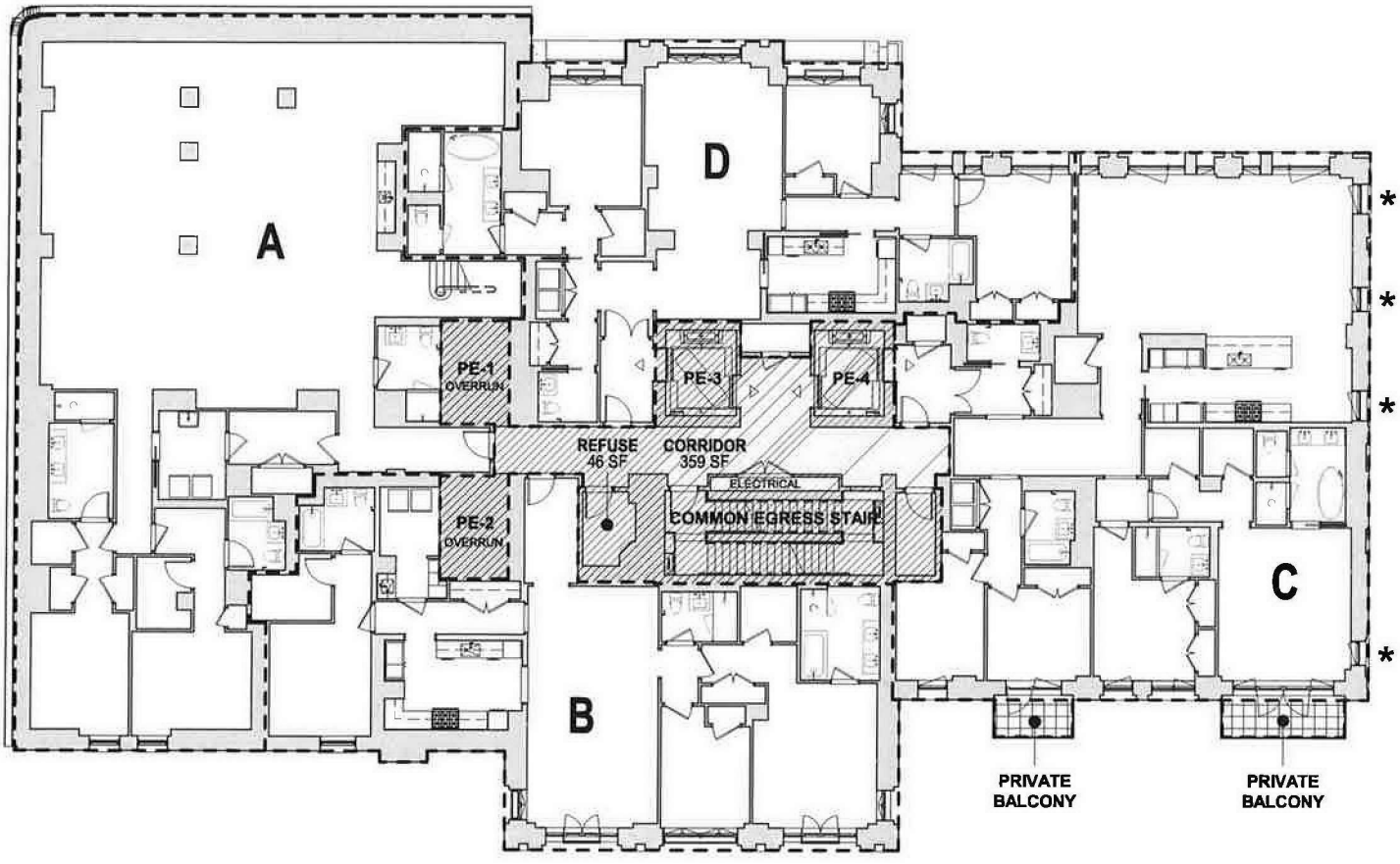
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 12

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-112

FLOOR 14

TOTAL AREA : 11,896 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

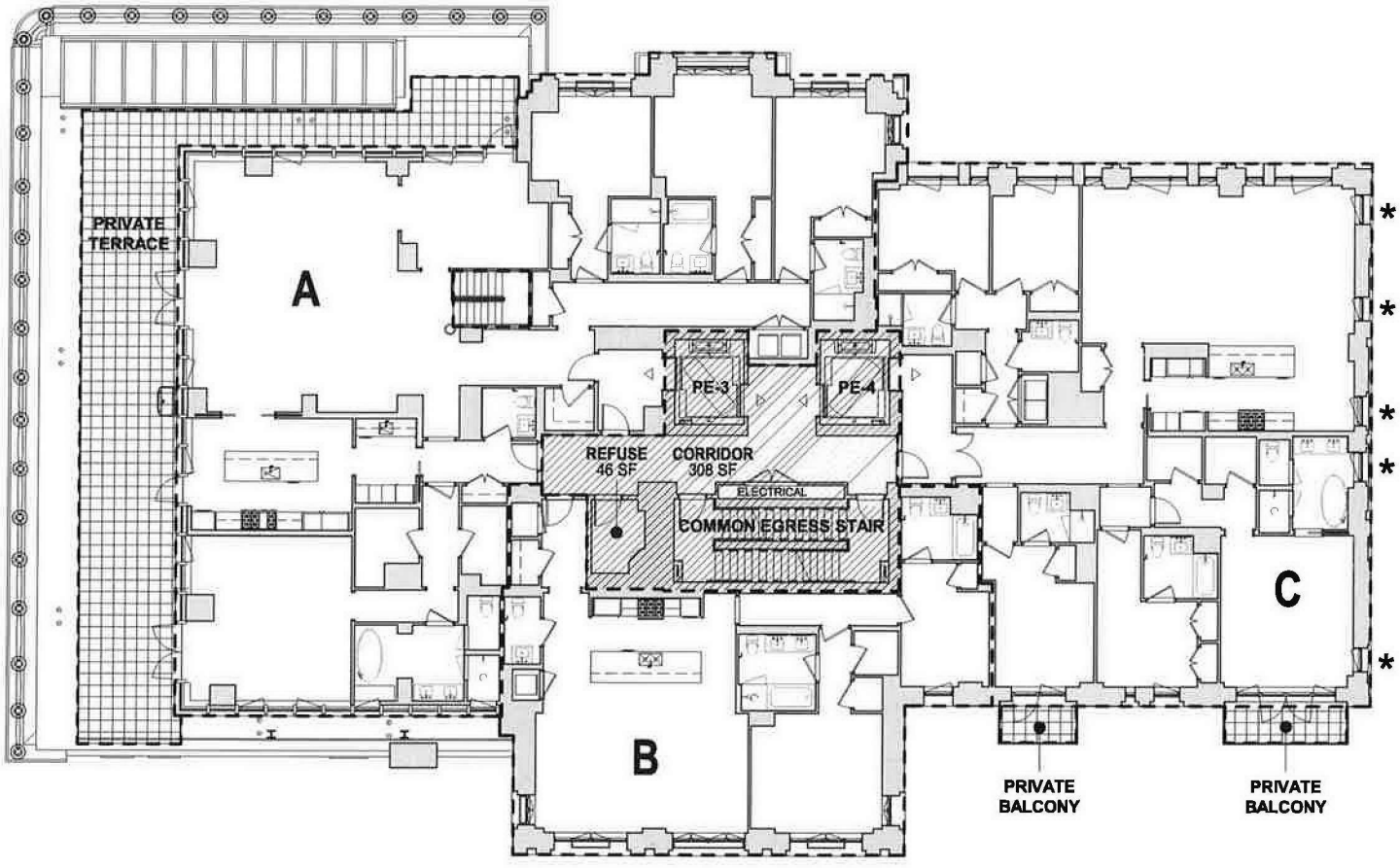
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 14 (CONSTRUCTION FLOOR 13)

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-114

FLOOR 15

TOTAL AREA : 9,744 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

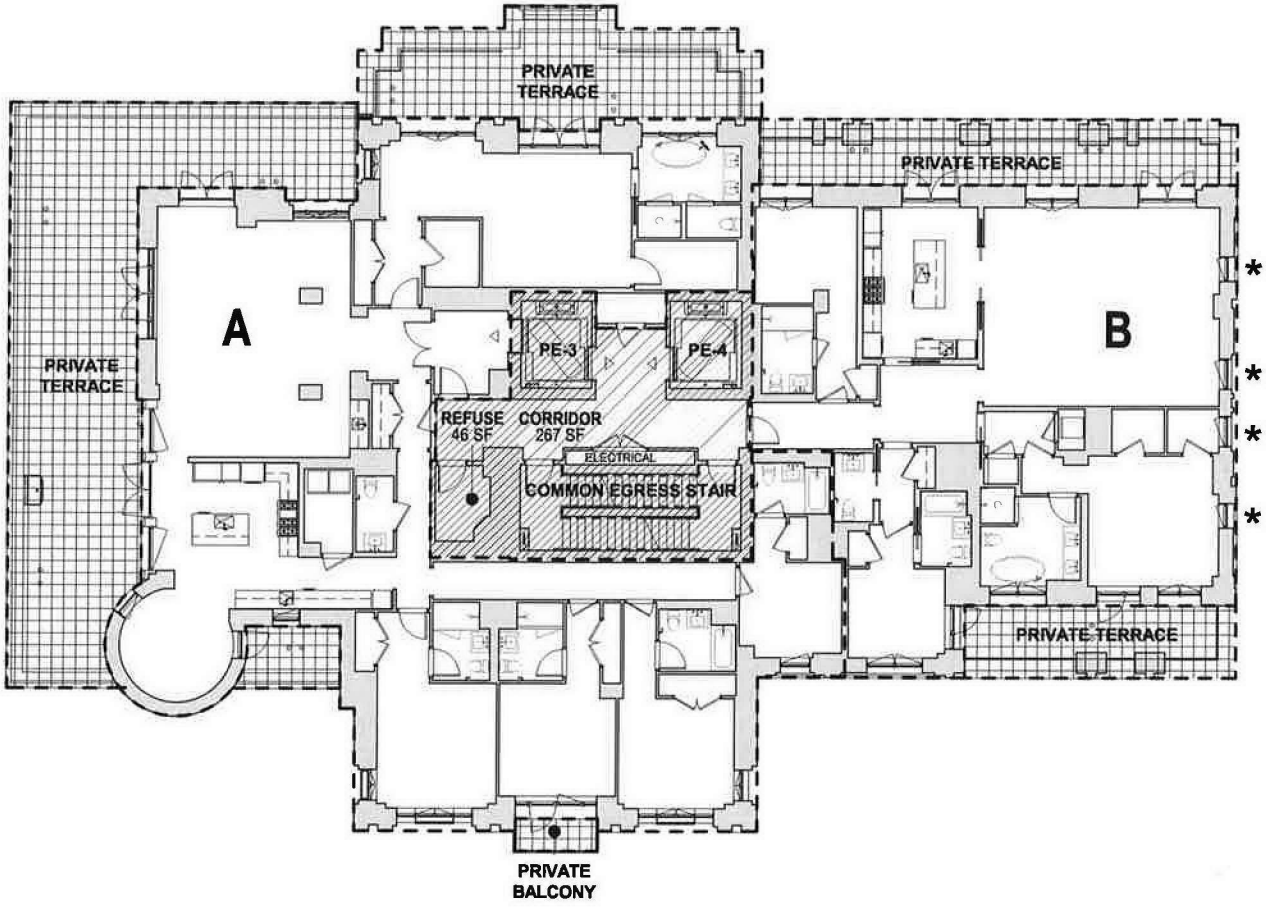
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 15 (CONSTRUCTION FLOOR 14)

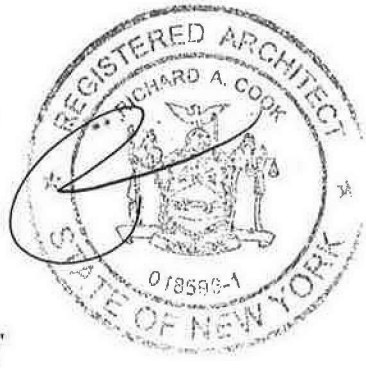
SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-115

FLOOR 16

TOTAL AREA : 7,480 GSF





LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

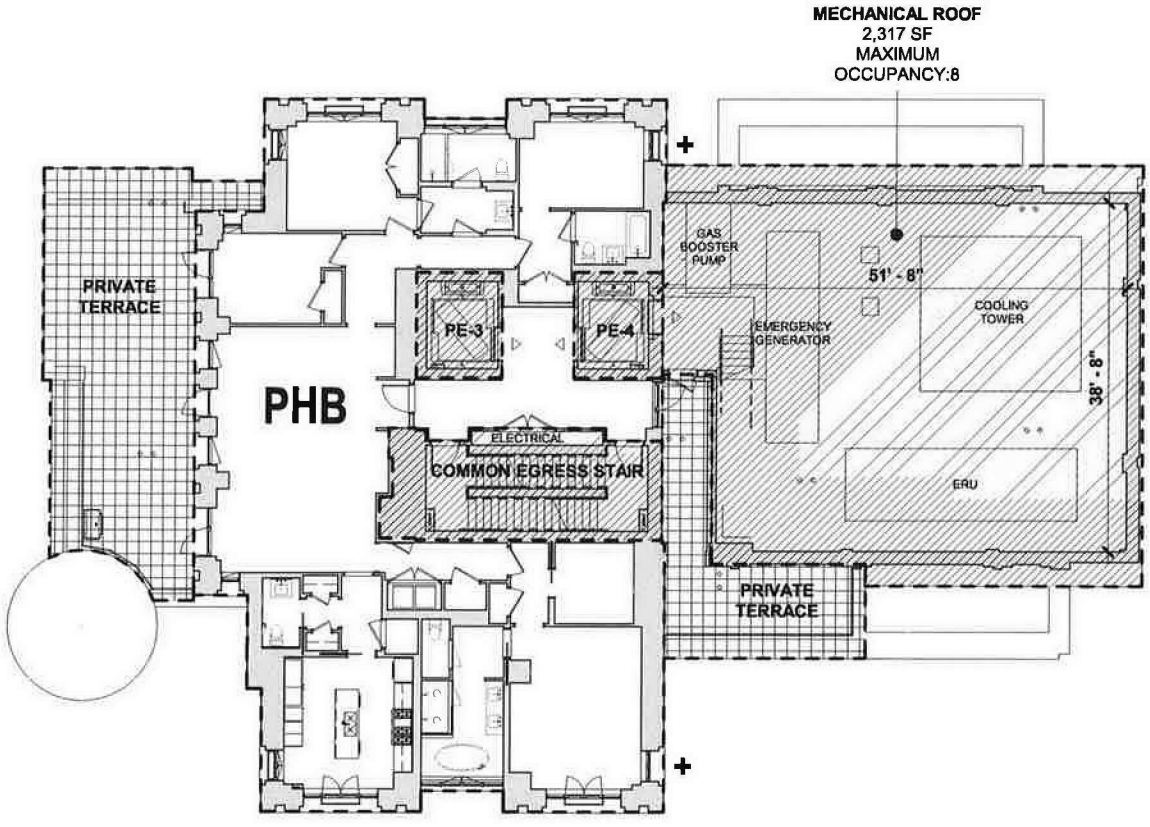
378 WEST END AVENUE
NEW YORK, NY 10024
FLOOR 16 (CONSTRUCTION FLOOR 15)

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-116

FLOOR PHB

TOTAL AREA : 3,809 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

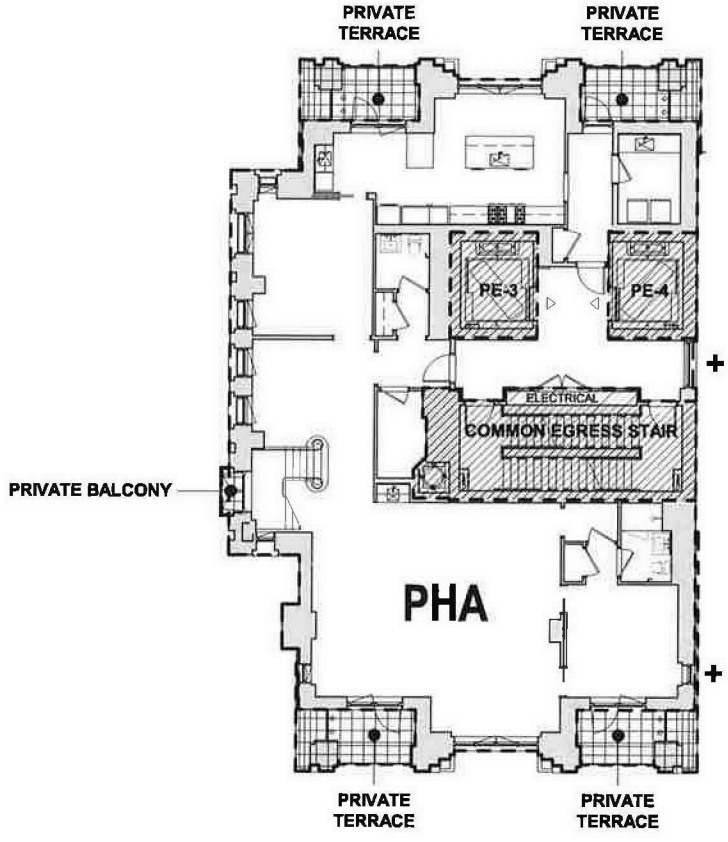
378 WEST END AVENUE
NEW YORK, NY 10024
PHB (CONSTRUCTION FLOOR 16)

SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-117

FLOOR PHA 1

TOTAL AREA : 3,411 GSF



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

N

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

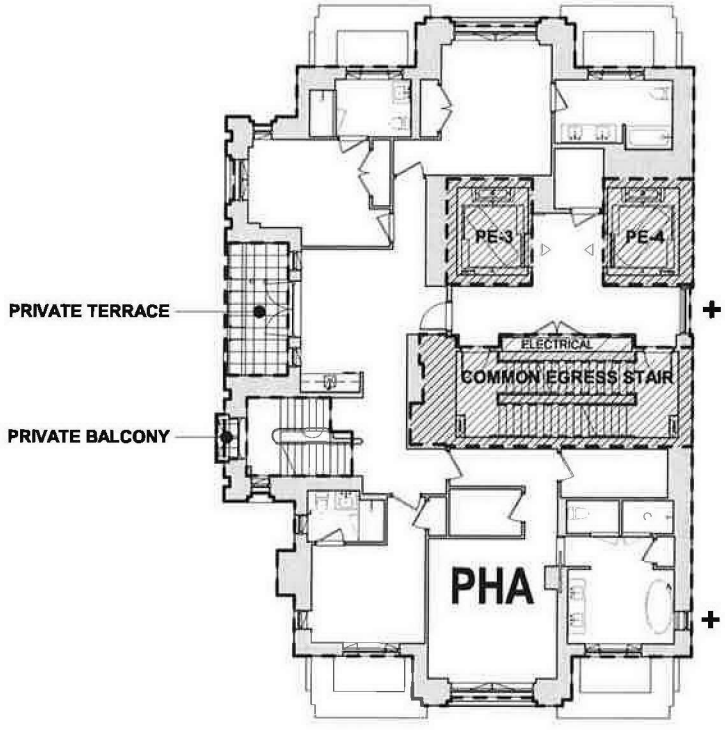
378 WEST END AVENUE
NEW YORK, NY 10024
PHA 1 (CONSTRUCTION FLOOR 17)

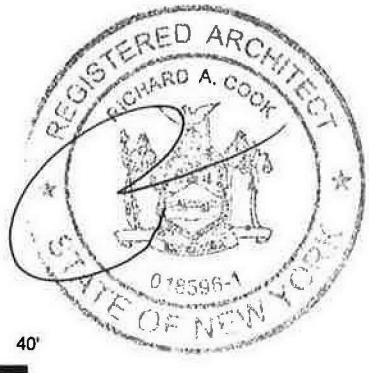
SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-118

FLOOR PHA 2

TOTAL AREA : 3,187 GSF





LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

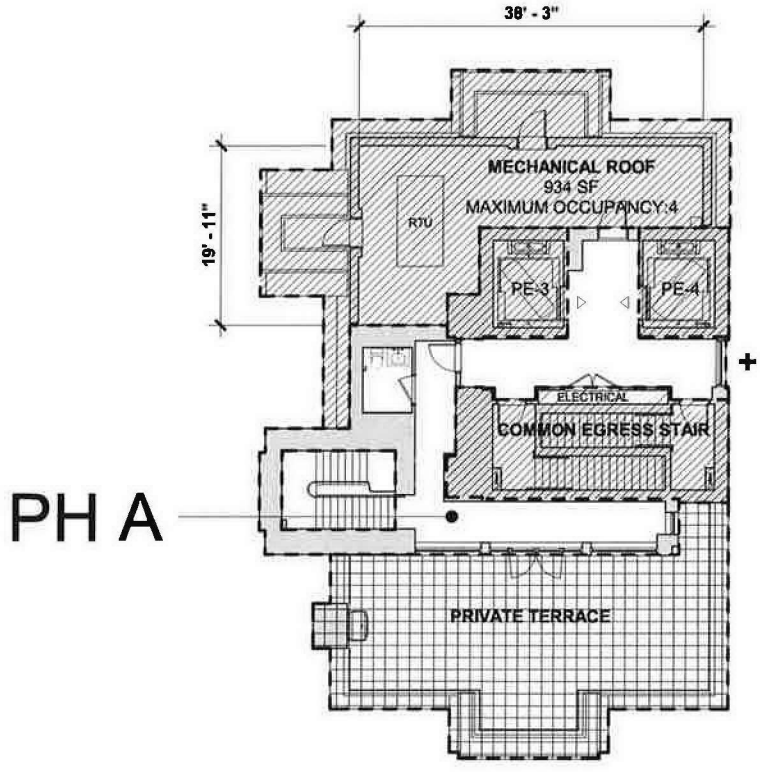
378 WEST END AVENUE
NEW YORK, NY 10024
PHA 2 (CONSTRUCTION FLOOR 18)

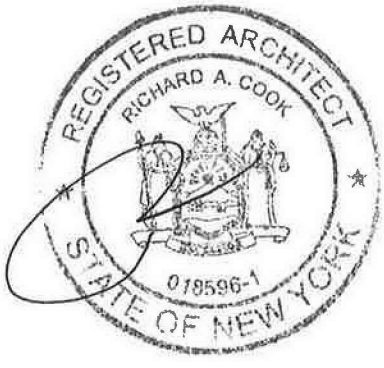
SCALE: 3/64" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-119

ROOF

TOTAL AREA: 1,373 SF / 127.59 SM





LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- * LOT LINE WINDOW
- + FIXED WINDOW

0' 10' 20' 40'

3/64" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
ROOF

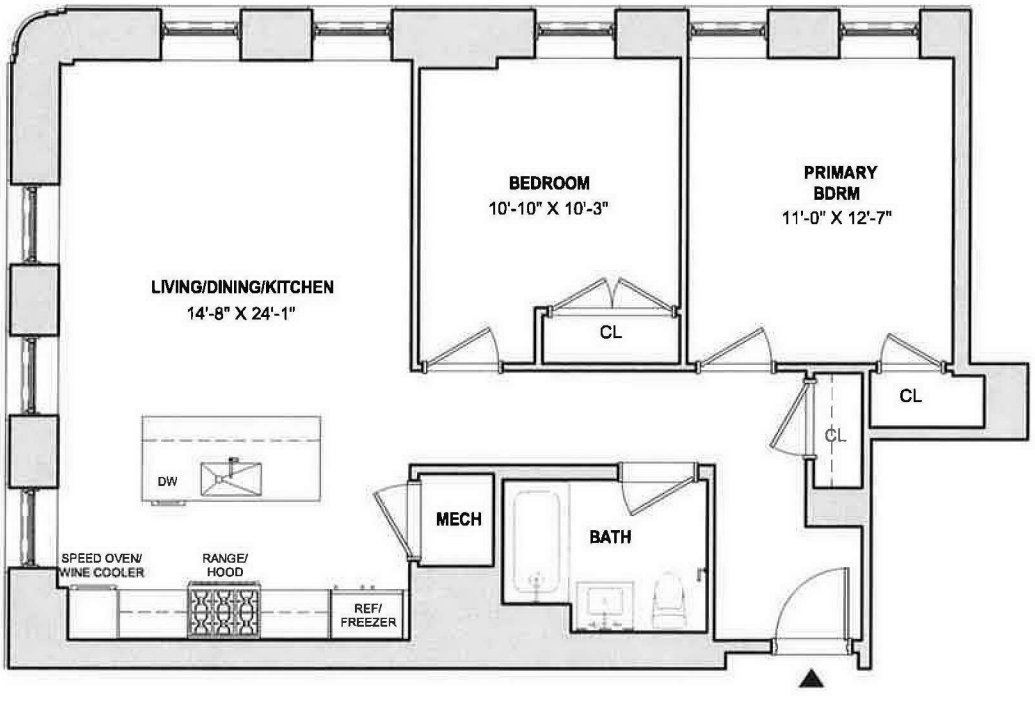
SCALE: 3/64" = 1'-0" 09/16/2020

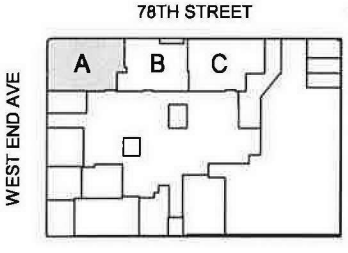
DRAWING NUMBER:
AG-120

UNIT 1A

2 BR / 1 BATH

UNIT AREA: 1,037 SF / 96.38 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 4' 8' 16'

1/8" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 1A

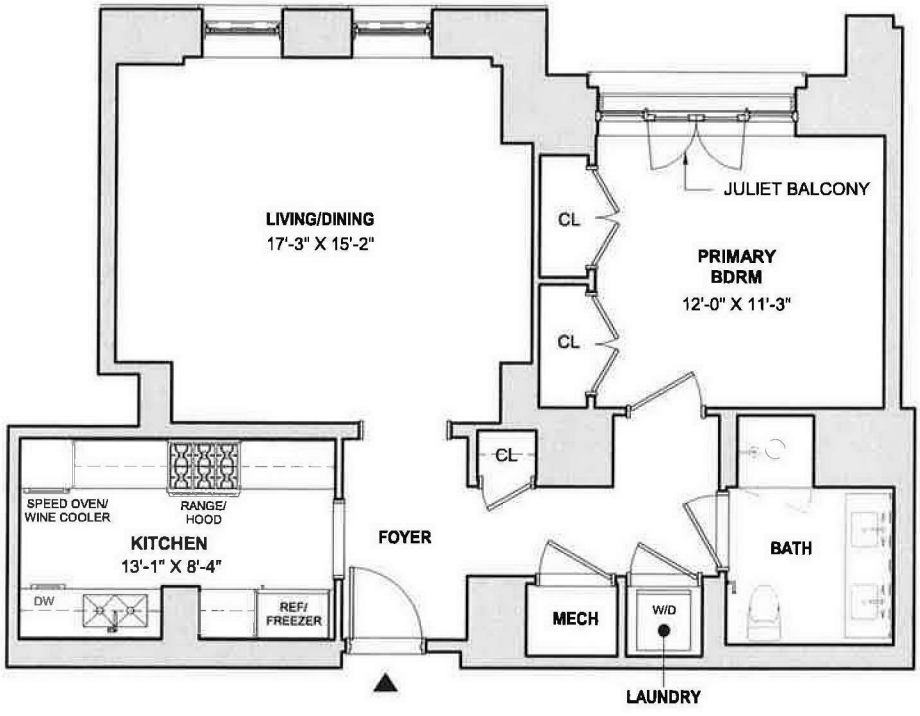
SCALE: 1/8" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-1A

UNIT 1B

1 BR / 1 BATH

UNIT AREA: 898 SF / 83.44 SM



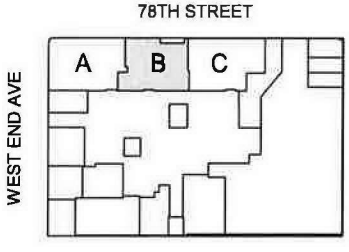
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 4' 8' 16'

1/8" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 1B

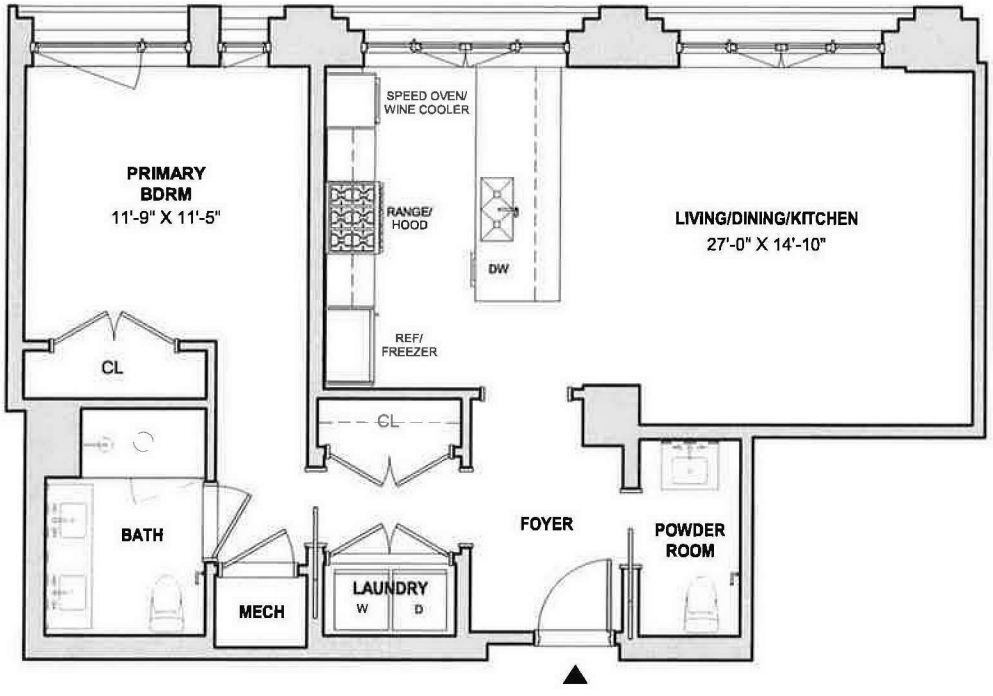
SCALE: 1/8" = 1'-0" 09/16/2020

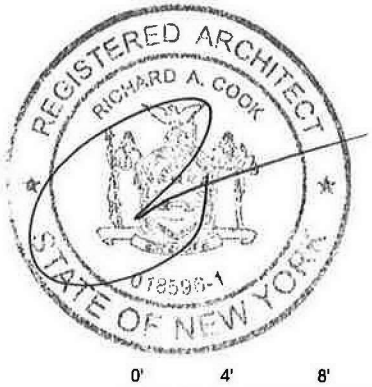
DRAWING NUMBER:
AG-1B

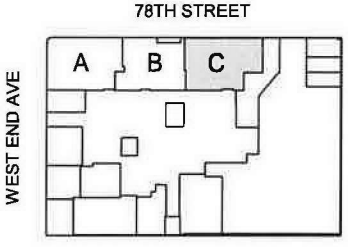
UNIT 1C

1 BR / 1.5 BATH

UNIT AREA: 995 SF / 92.44 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 4' 8' 16'

1/8" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 1C

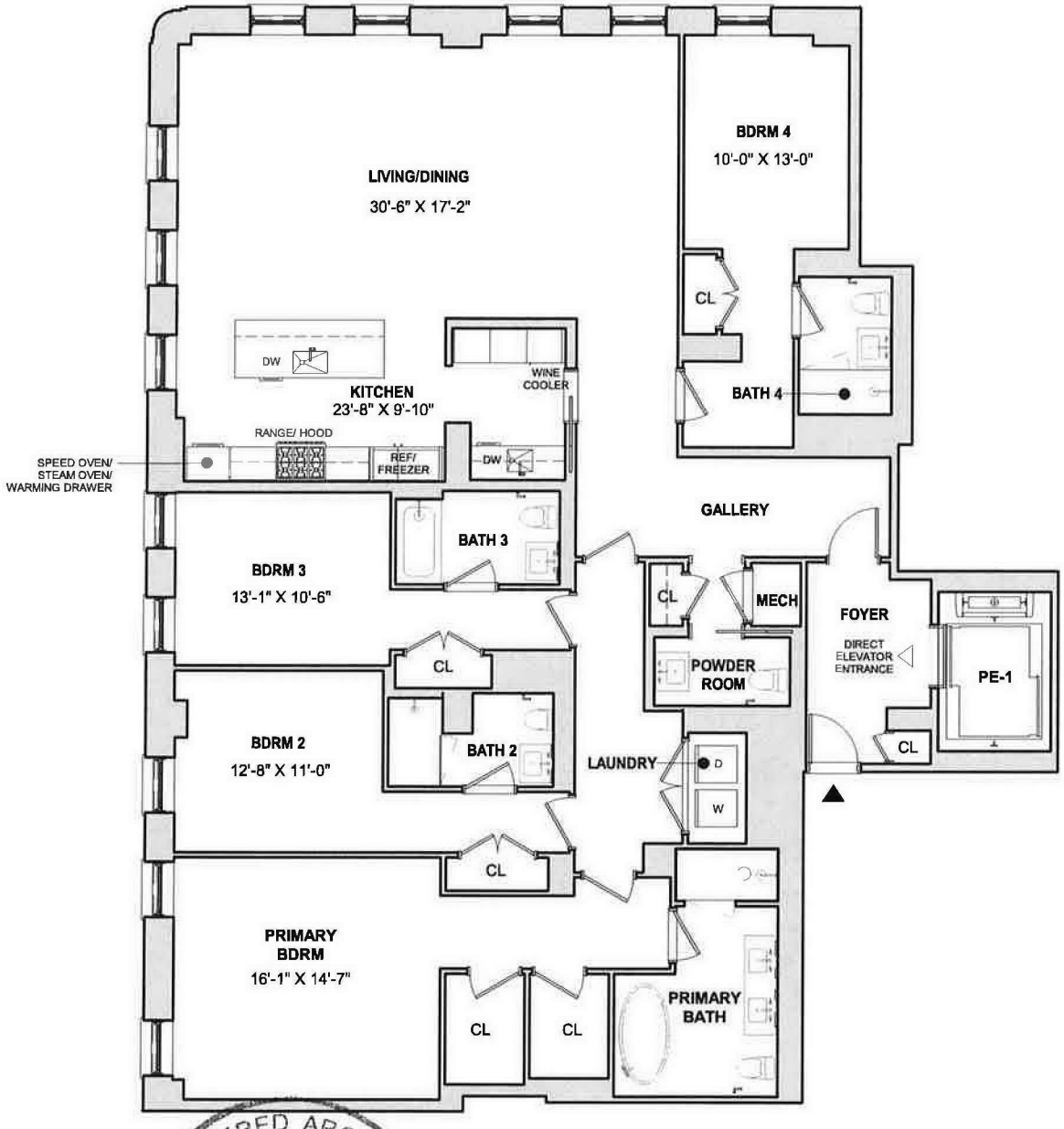
SCALE: 1/8" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-1C

UNITS 2A-7A & 9A-12A

4 BR / 4.5 BATH

UNIT AREA: 2,888 SF / 268.34 SM



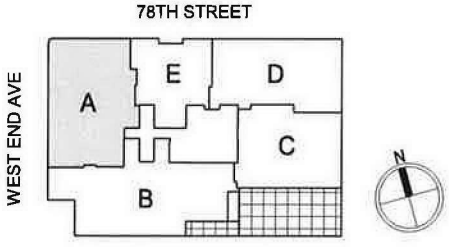
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNITS 2A-7A & 9A-12A

SCALE: 3/32" = 1'-0" 09/16/2020

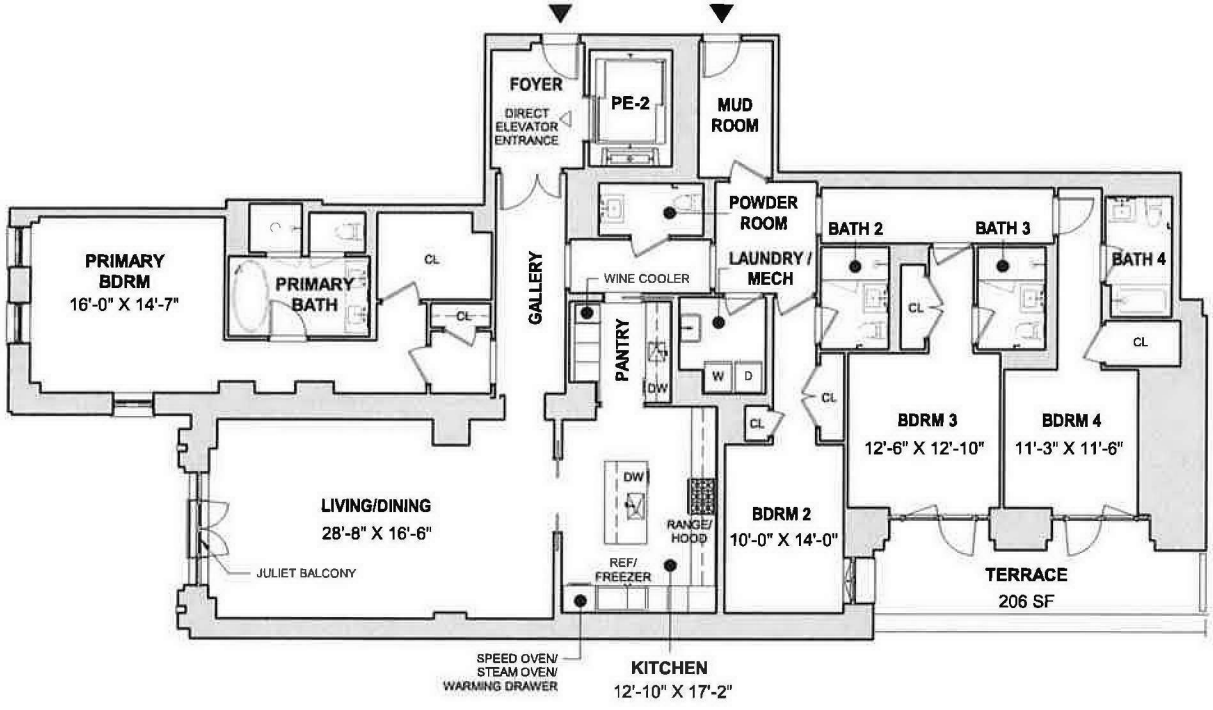
DRAWING NUMBER:
AG-2A

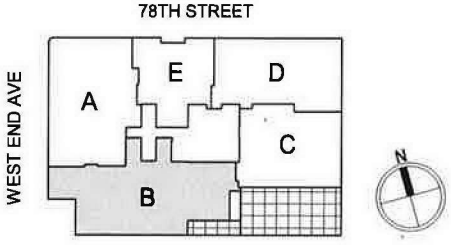
UNIT 2B

4 BR / 4.5 BATH

UNIT AREA: 3,304 SF / 306.95 SM

OUTDOOR AREA: 206 SF / 19.17 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 2B

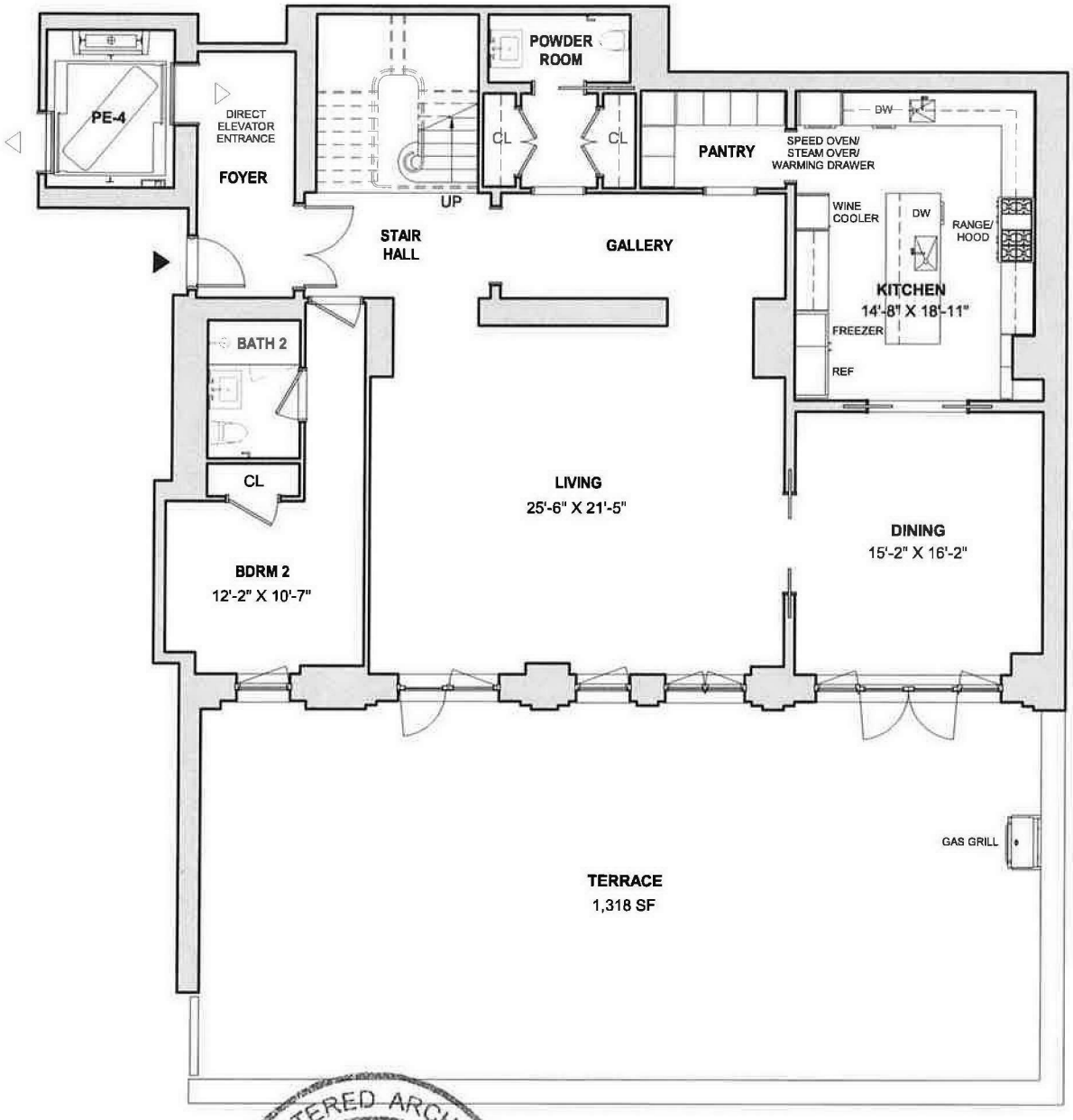
SCALE: 1/16" = 1'-0" 09/16/2020

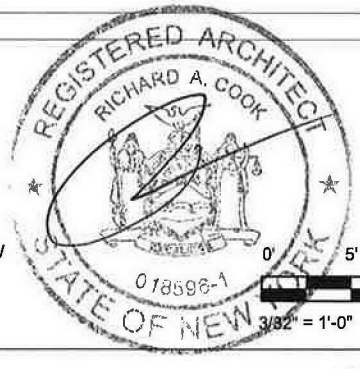
DRAWING NUMBER:
AG-2B

UNIT 2C LOWER LEVEL

5BR / 5.5 BA

UNIT AREA LOWER LEVEL:	**2,220 SF / 206.24 SM**		**OUTDOOR AREA LOWER LEVEL:**	**1,318 SF / 122.41 SM**	
UNIT AREA UPPER LEVEL:	**1,994 SF / 185.24 SM**		**OUTDOOR AREA UPPER LEVEL:**	**94 SF / 8.73 SM**	
TOTAL UNIT AREA:	**4,214 SF**	**391.48 SM**	**TOTAL OUTDOOR AREA:**	**1,412 SF**	**131.14 SM**



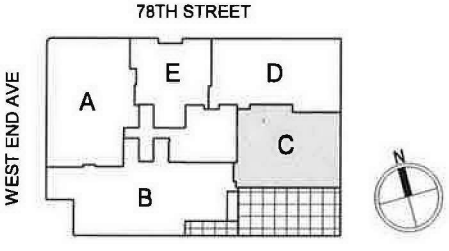


LEGEND:

- ✱ LOT LINE WINDOW
- ✚ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 2C LOWER

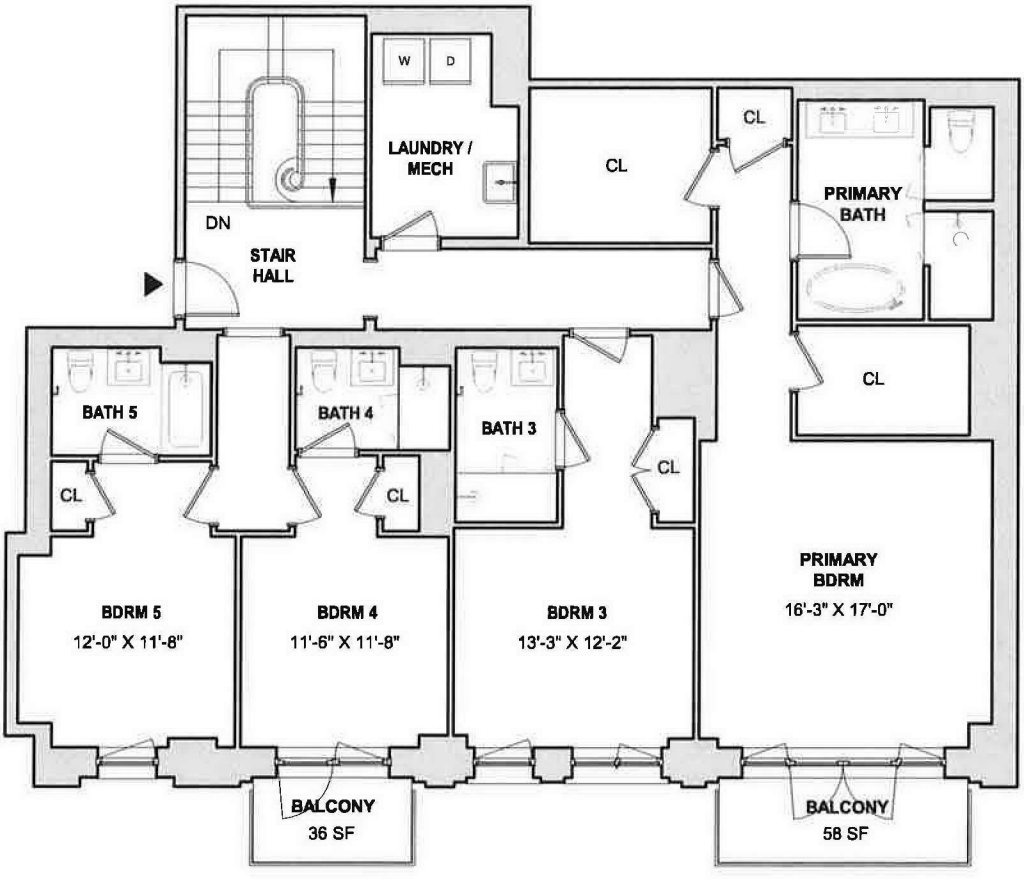
SCALE: 3/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-2C-L

UNIT 2C UPPER LEVEL

5BR / 5.5 BA

UNIT AREA LOWER LEVEL:	**2,220 SF / 206.24 SM**	**OUTDOOR AREA LOWER LEVEL:**	**1,318 SF / 122.41 SM**
UNIT AREA UPPER LEVEL:	**1,994 SF / 185.24 SM**	**OUTDOOR AREA UPPER LEVEL:**	**94 SF / 8.73 SM**
TOTAL UNIT AREA:	**4,214 SF 391.48 SM**	**TOTAL OUTDOOR AREA:**	**1,412 SF 131.14 SM**

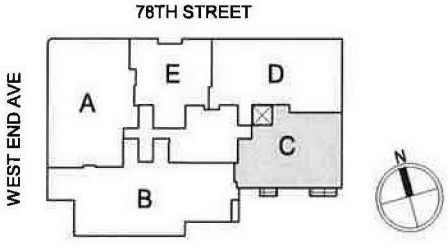


LEGEND:

- ✱ LOT LINE WINDOW
- ✚ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 2C UPPER

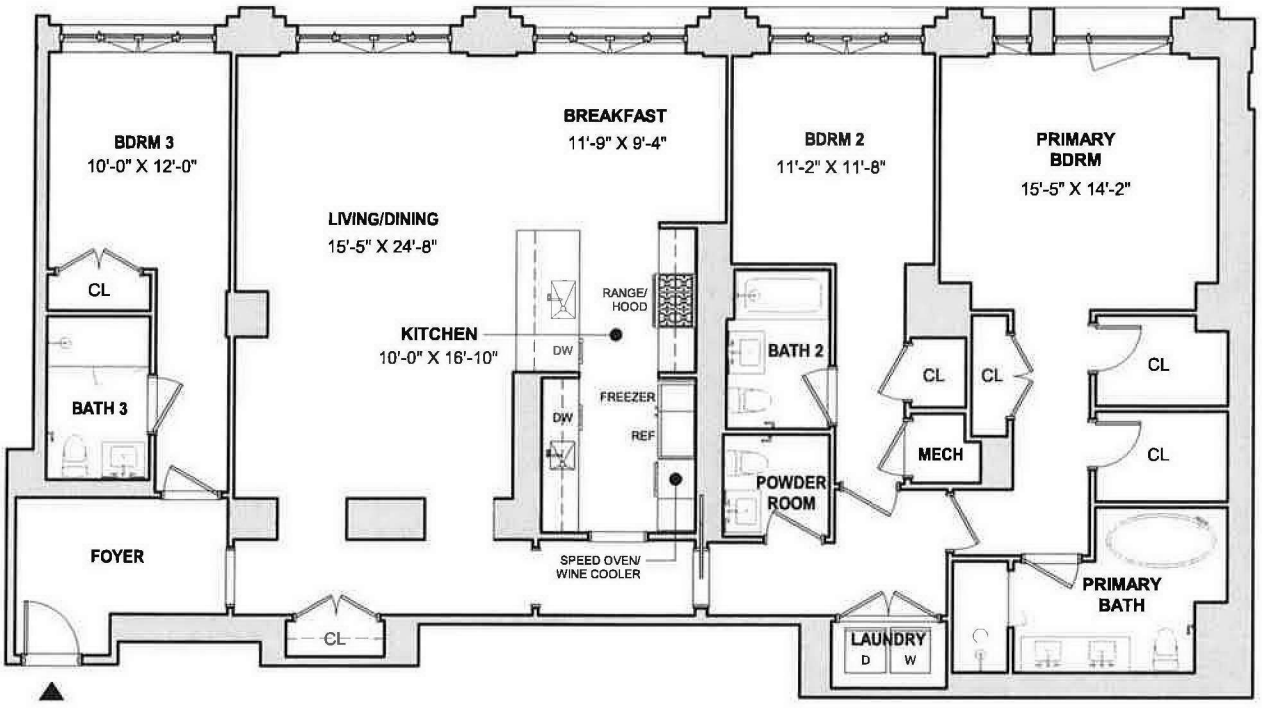
SCALE: 3/32" = 1'-0" 09/16/2020

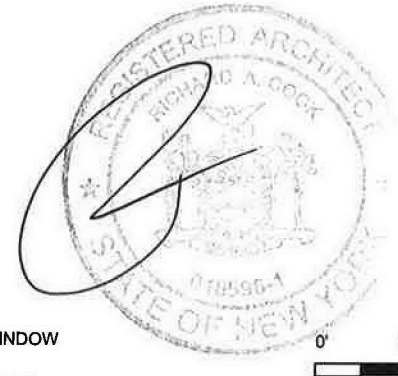
DRAWING NUMBER:
AG-2C-U

UNIT 2D

3 BR / 3.5 BATH

UNIT AREA: 2,428 SF / 225.59 SM





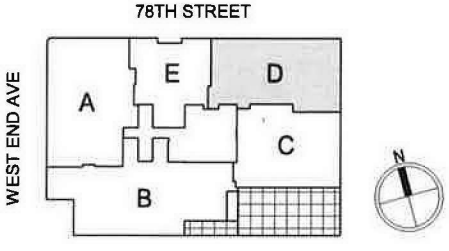
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 2D

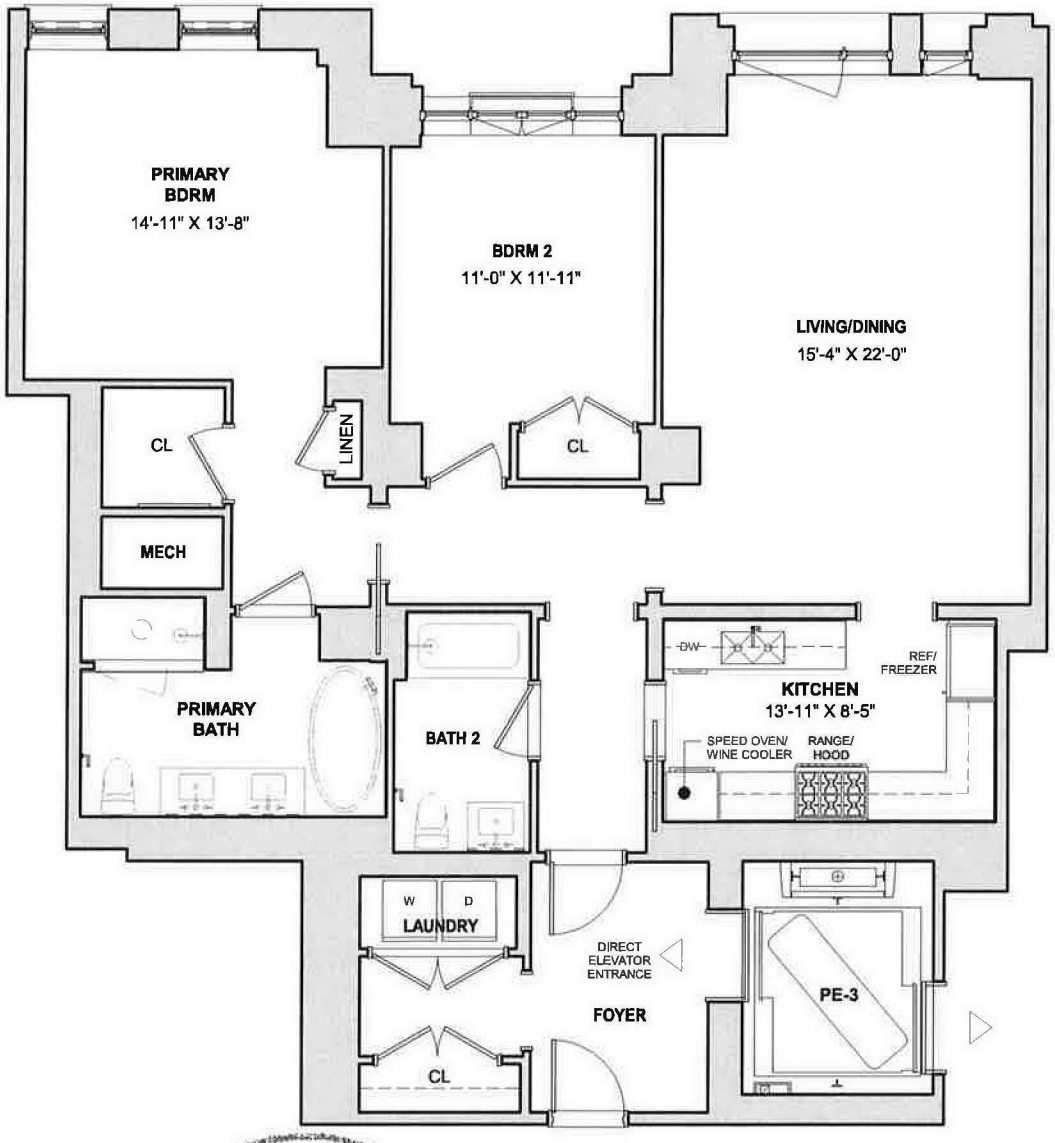
SCALE: 3/32" = 1'-0" 09/16/2020

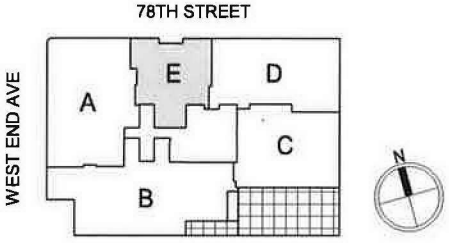
DRAWING NUMBER:
AG-2D

UNIT 2E & 3E

2 BR / 2 BATH

UNIT AREA: 1,567 SF / 145.58 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0 4' 8' 16'

1/8" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 2E & 3E

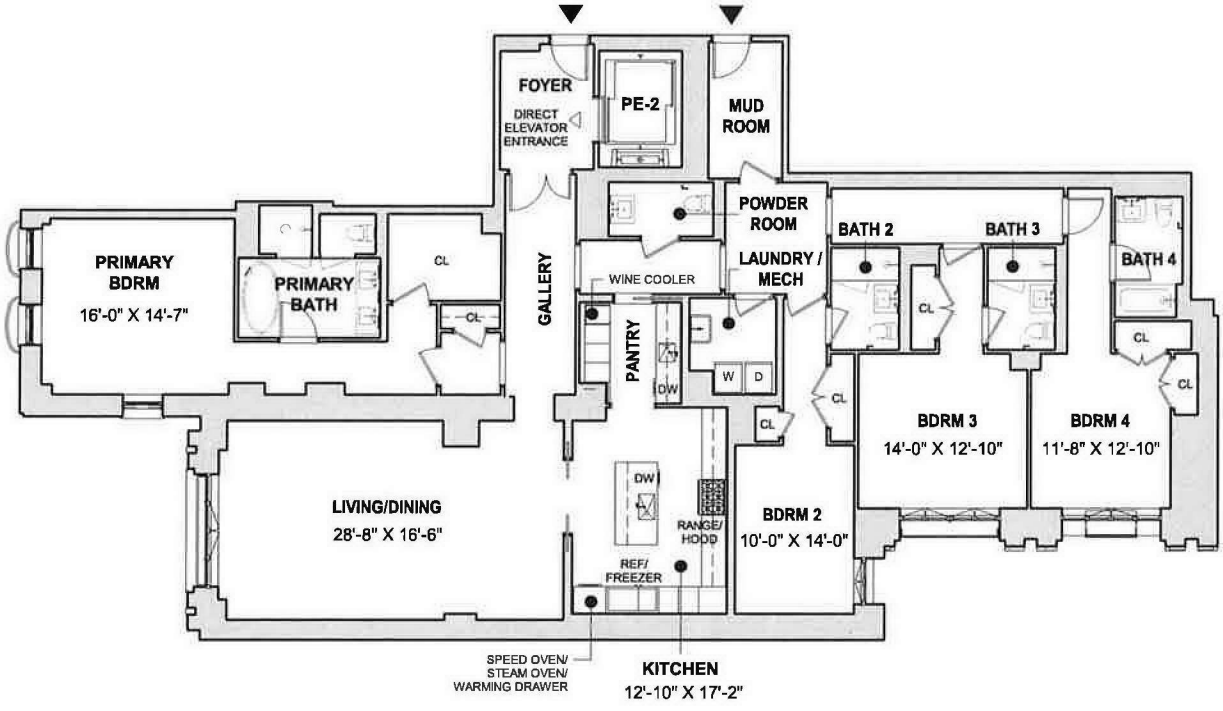
SCALE: 1/8" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-2E

UNIT 3B

4 BR / 4.5 BATH

UNIT AREA: 3,349 SF / 311.13 SM



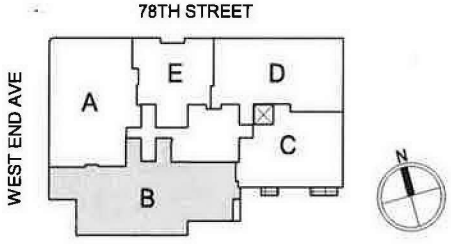
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 3B

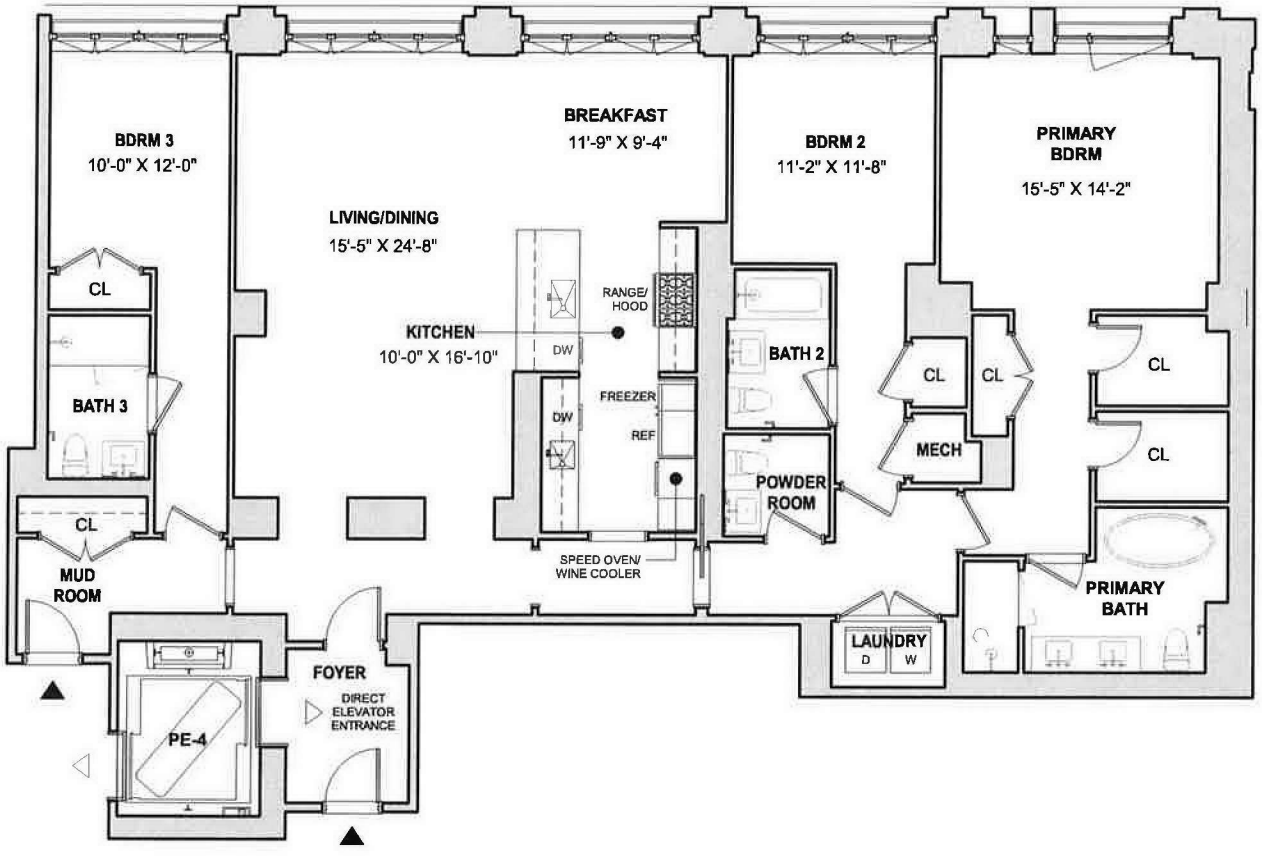
SCALE: 1/16" = 1'-0" 09/16/2020

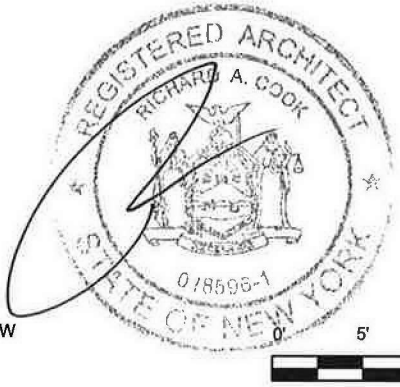
DRAWING NUMBER:
AG-3B

UNIT 3D

3 BR / 3.5 BATH

UNIT AREA: 2,501 SF / 232.33 SM





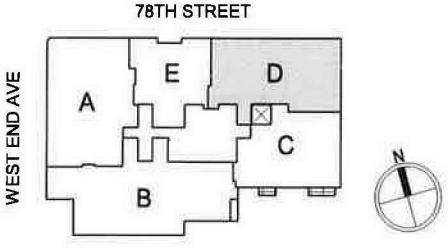
LEGEND:

* LOT LINE WINDOW

\+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 3D

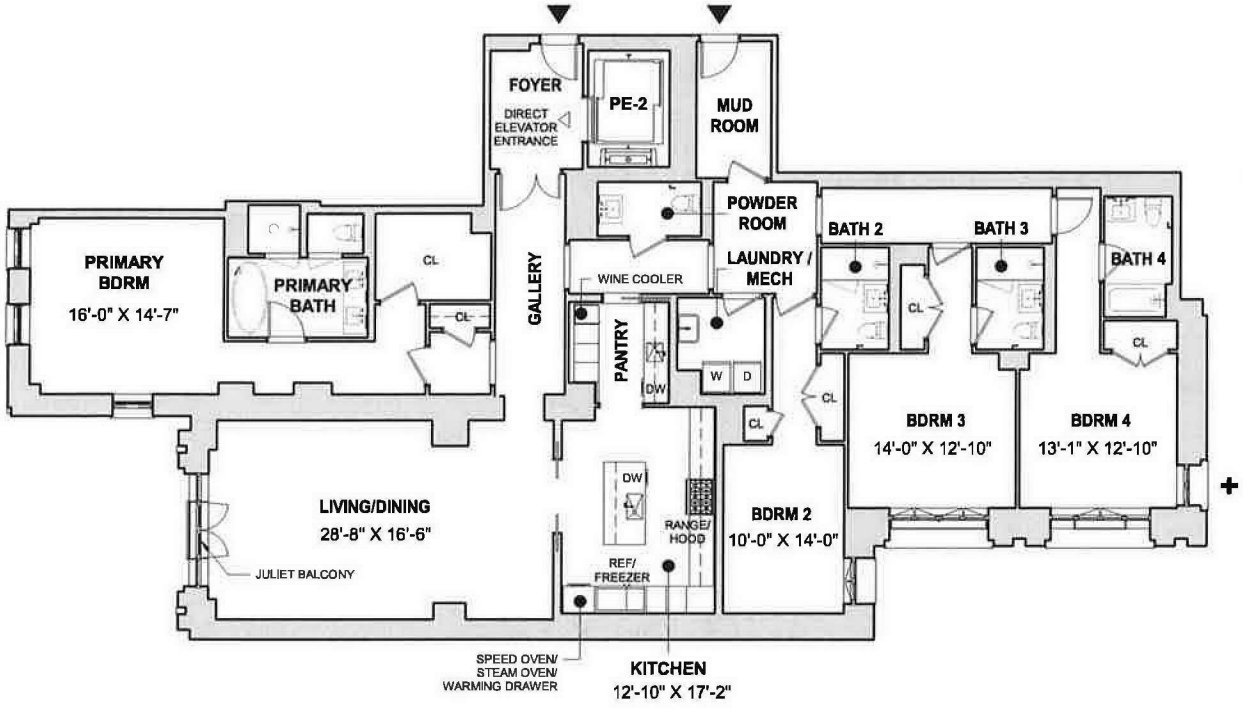
SCALE: 3/32" = 1'-0" 09/16/2020

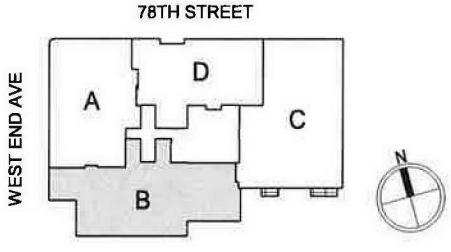
DRAWING NUMBER:
AG-3D

UNIT 4B

4 BR / 4.5 BATH

UNIT AREA: 3,384 SF / 314.37 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 4B

SCALE: 1/16" = 1'-0" 09/16/2020

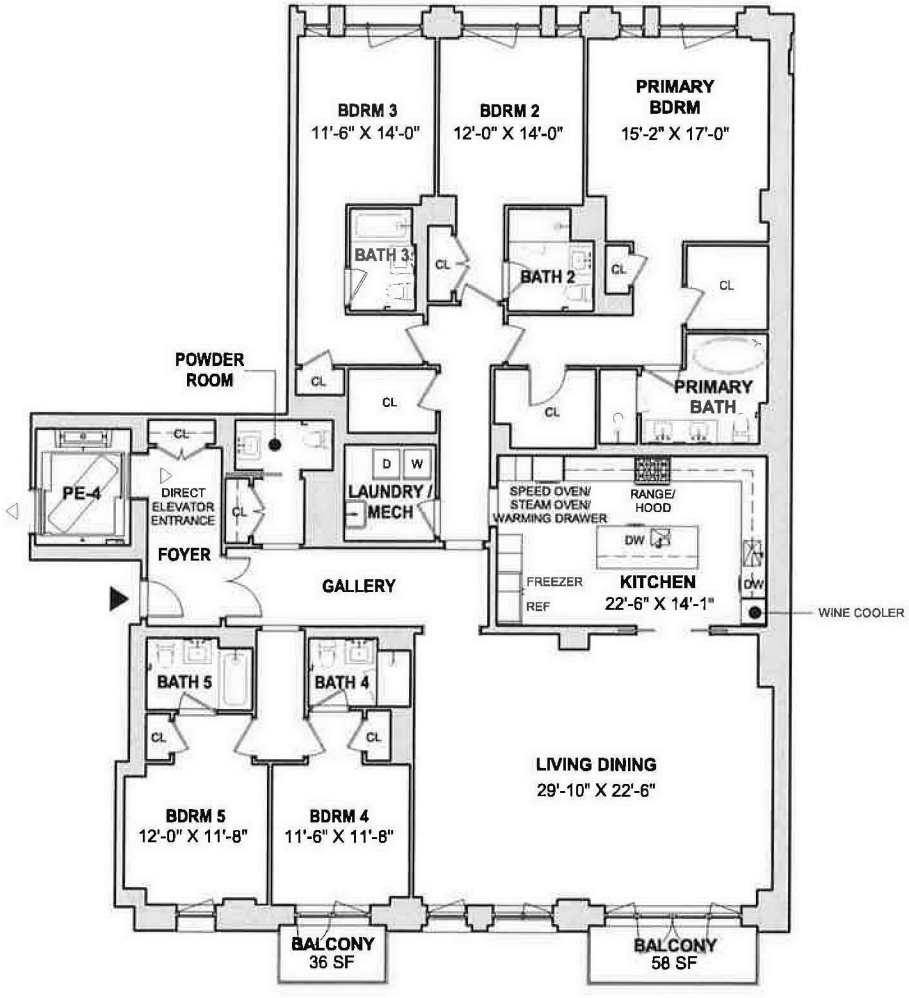
DRAWING NUMBER:
AG-4B

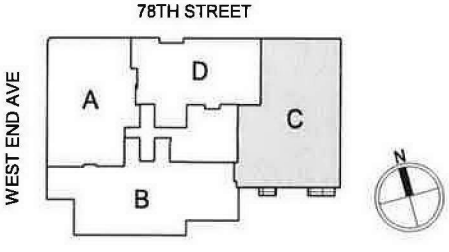
UNIT 4C

5BR / 5.5 BATH

UNIT AREA: 3,745 SF / 347.95 SM

OUTDOOR AREA: 94 SF / 8.73 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 4C

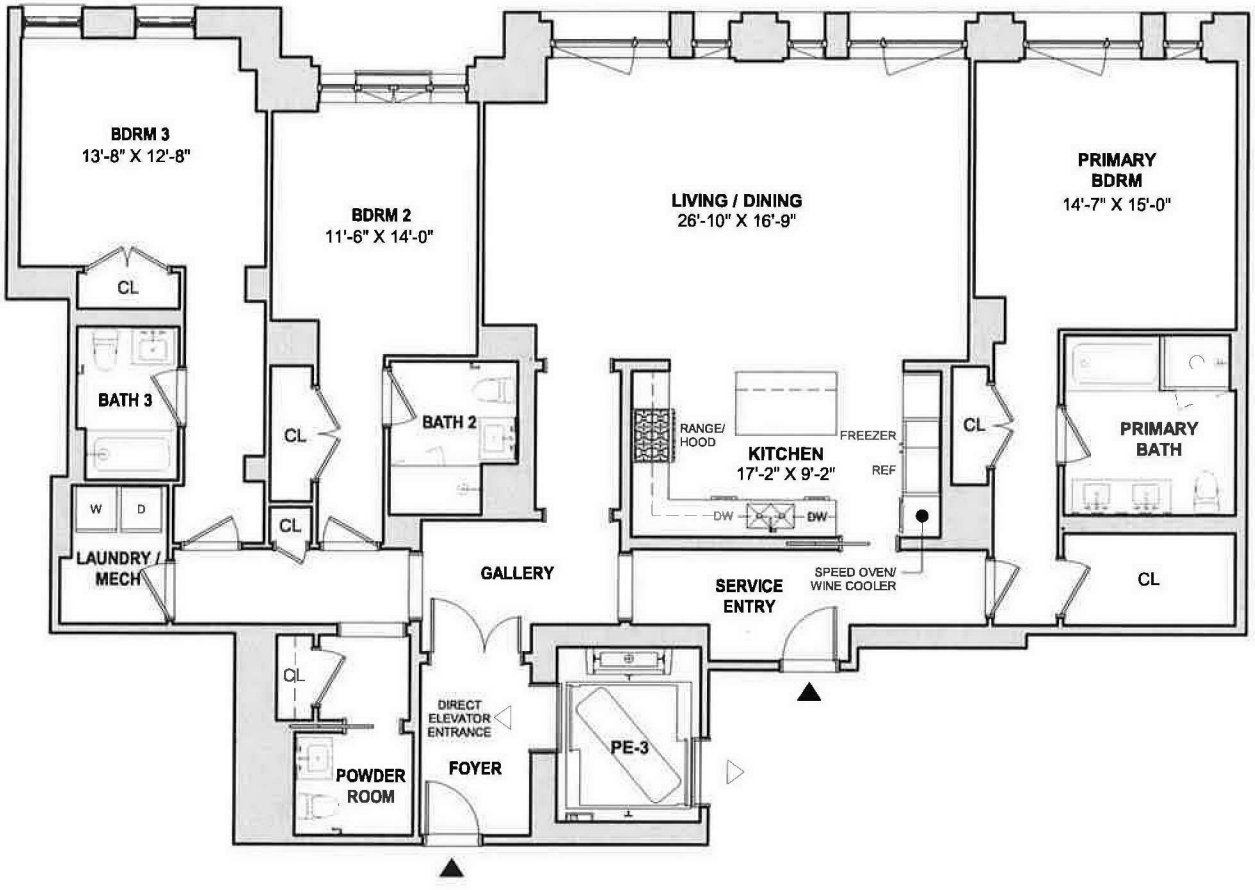
SCALE: 1/16" = 1'-0" 09/16/2020

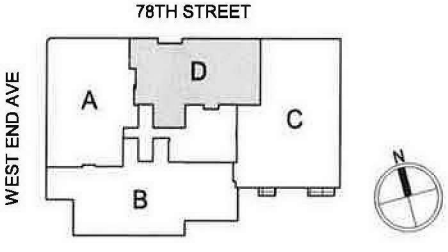
DRAWING NUMBER:
AG-4C

UNITS 4D, 6D & 8D

3 BR / 3.5 BATH

UNIT AREA: 2,468 SF / 229.24 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNITS 4D, 6D & 8D

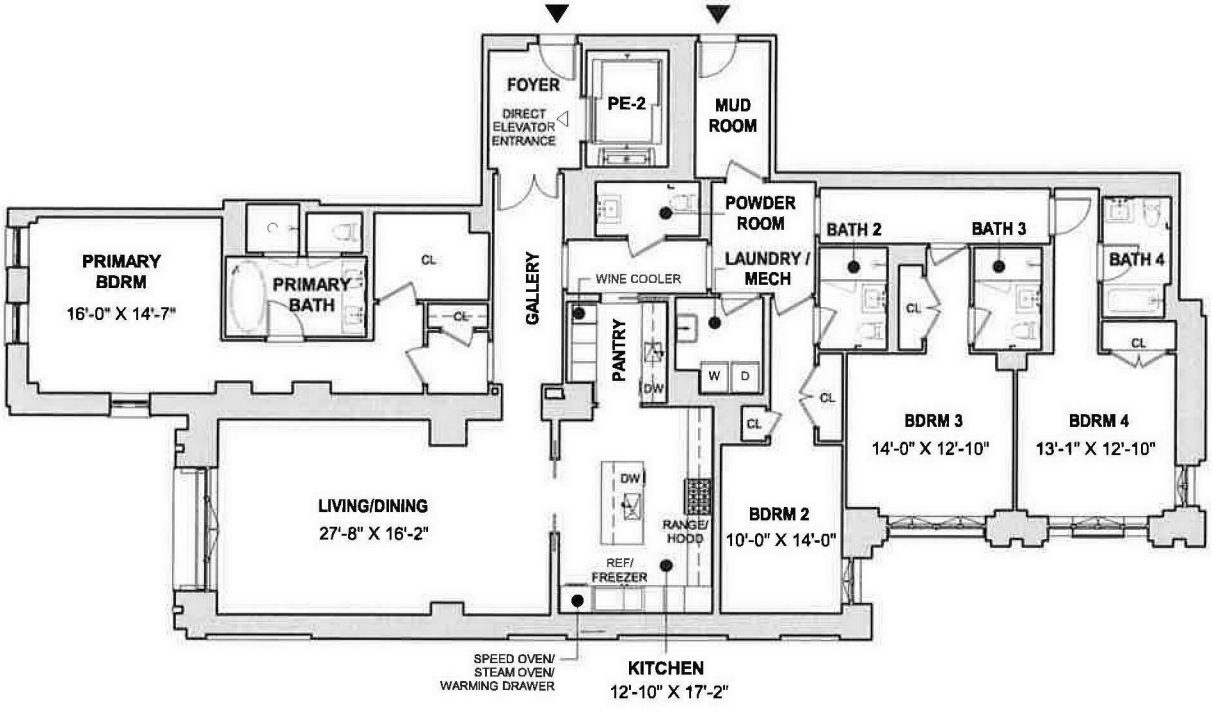
SCALE: 3/32" = 1'-0" 09/16/2020

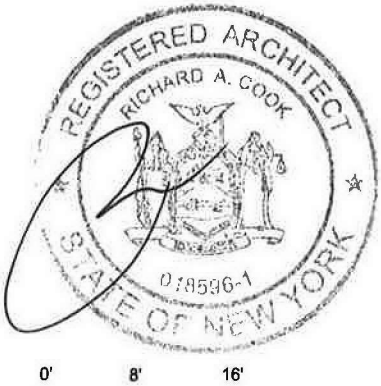
DRAWING NUMBER:
AG-4D

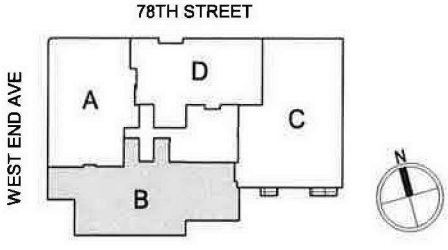
UNIT 5B

4 BR / 4.5 BATH

UNIT AREA: 3,384 SF / 314.37 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE

NEW YORK, NY 10024

UNIT 5B

SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:

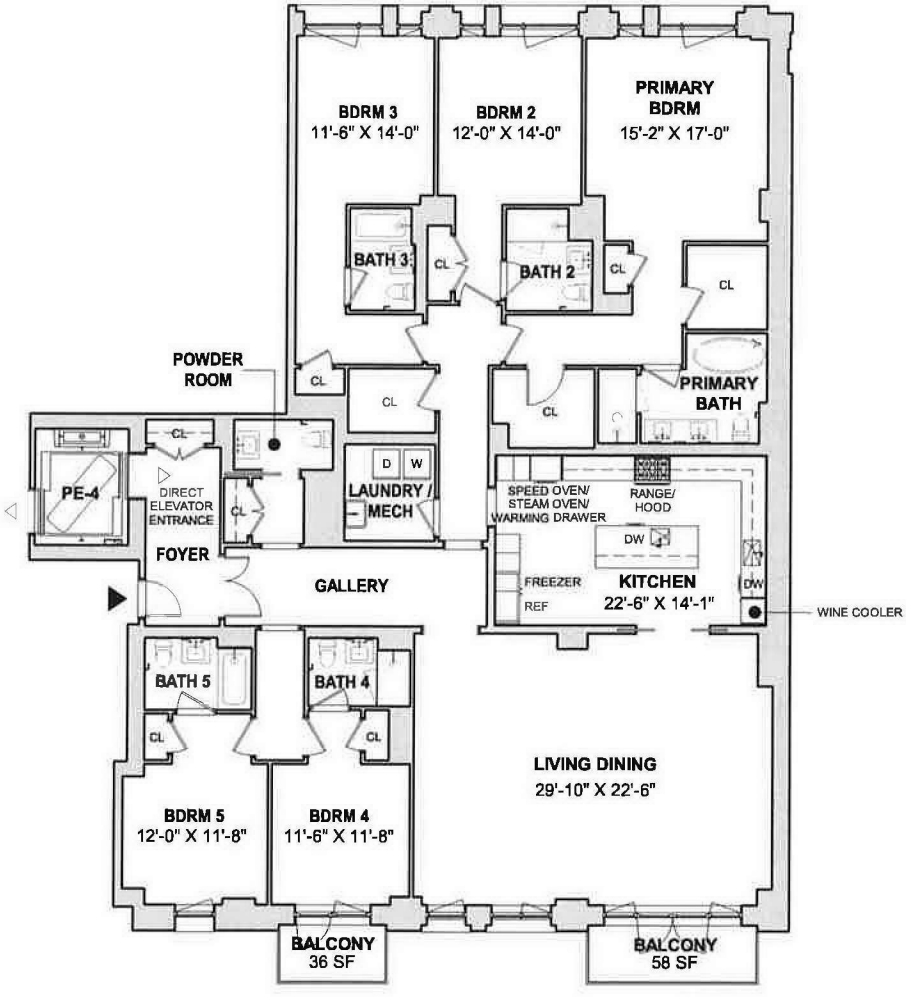
AG-5B

UNIT 5C

5BR / 5.5 BATH

UNIT AREA: 3,745 SF / 347.95 SM

OUTDOOR AREA: 94 SF / 8.73 SM



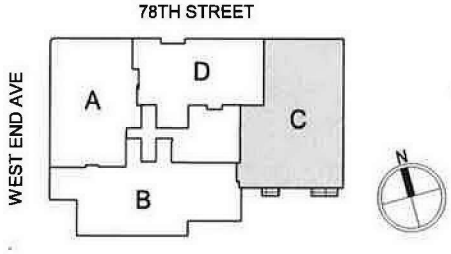
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 5C

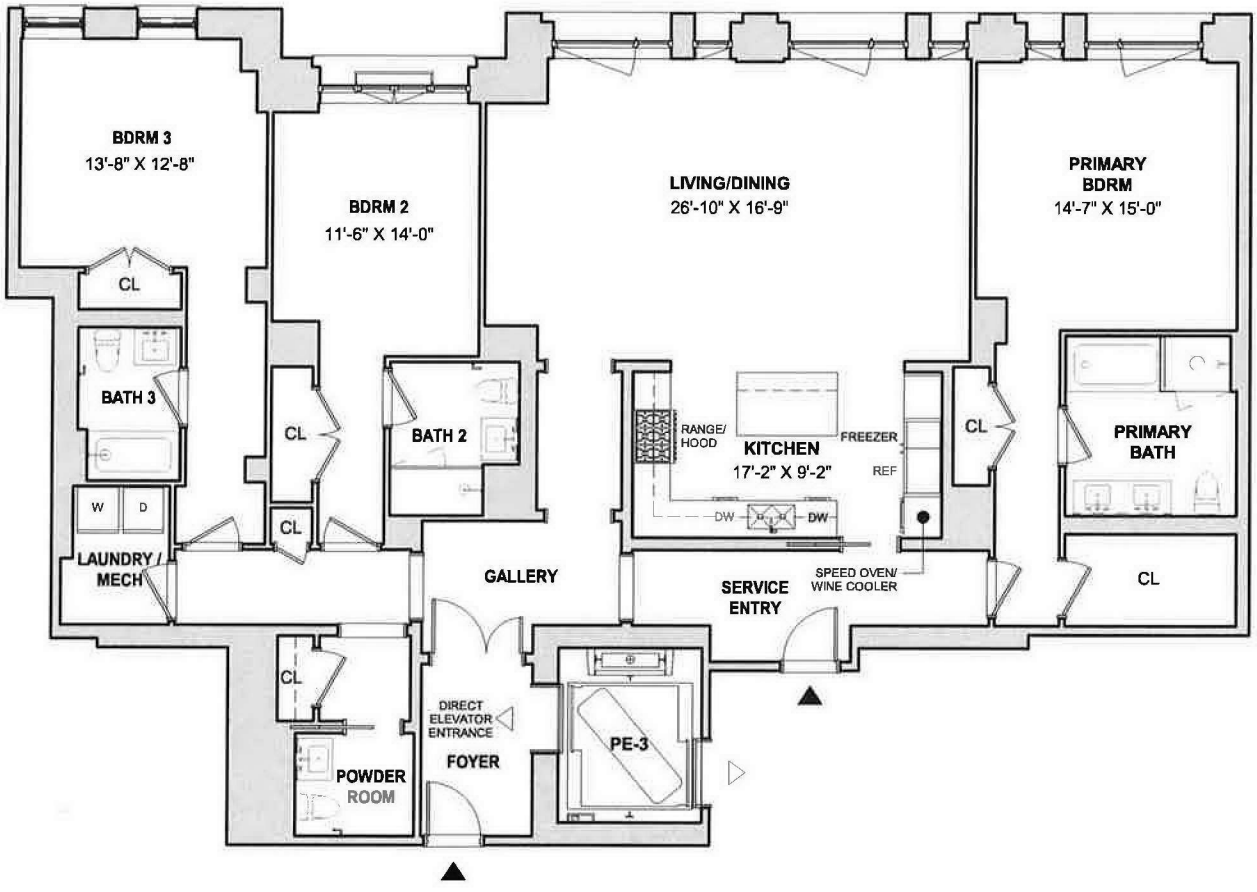
SCALE: 1/16" = 1'-0" 09/16/2020

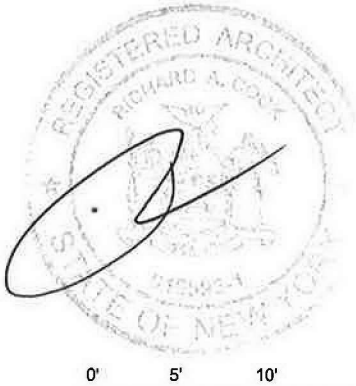
DRAWING NUMBER:
AG-5C

UNITS 5D, 7D & 9D

3 BR / 3.5 BATH

UNIT AREA: 2,468 SF / 229.30 SM





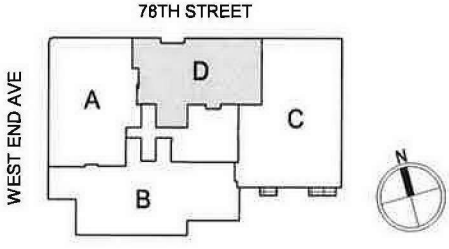
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNITS 5D, 7D, & 9D

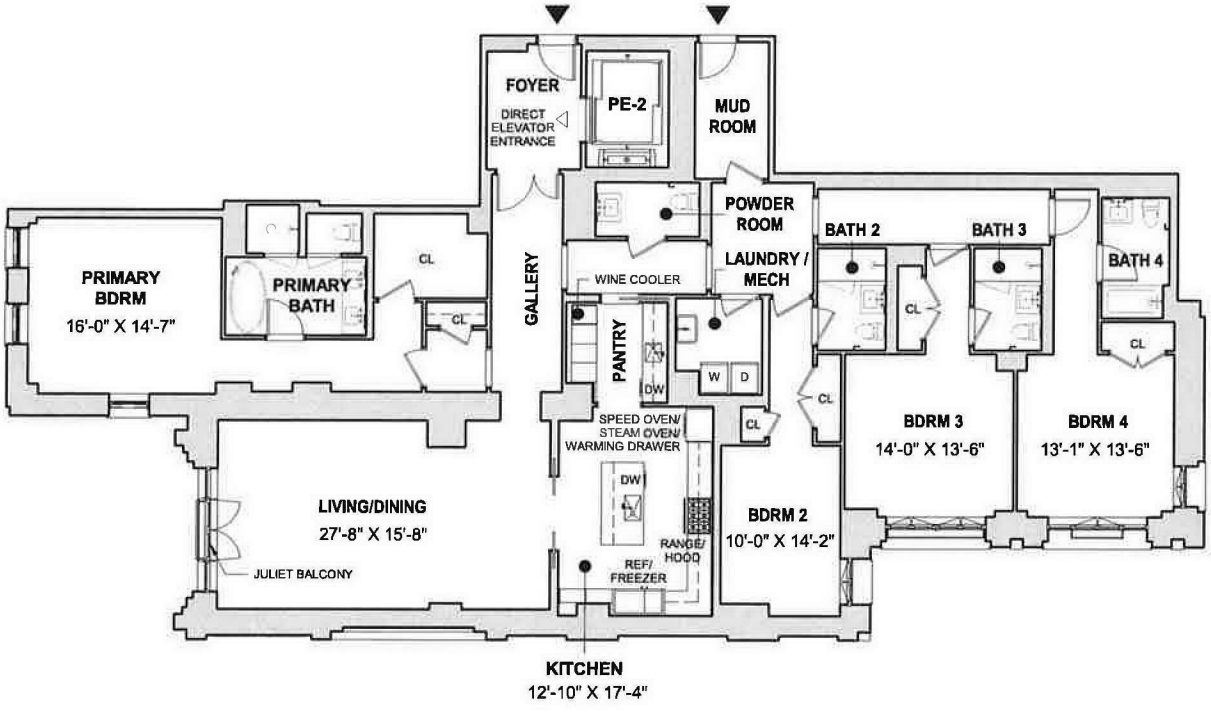
SCALE: 3/32" = 1'-0" 09/16/2020

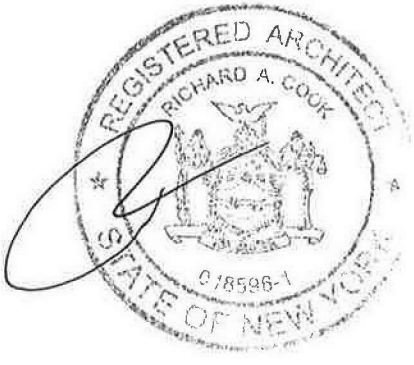
DRAWING NUMBER:
AG-5D

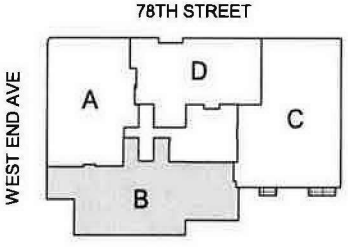
UNIT 6B

4 BR / 4.5 BATH

UNIT AREA: 3,384 SF / 314.37 SM







LEGEND:

★ LOT LINE WINDOW

✚ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 6B

SCALE: 1/16" = 1'-0" 09/16/2020

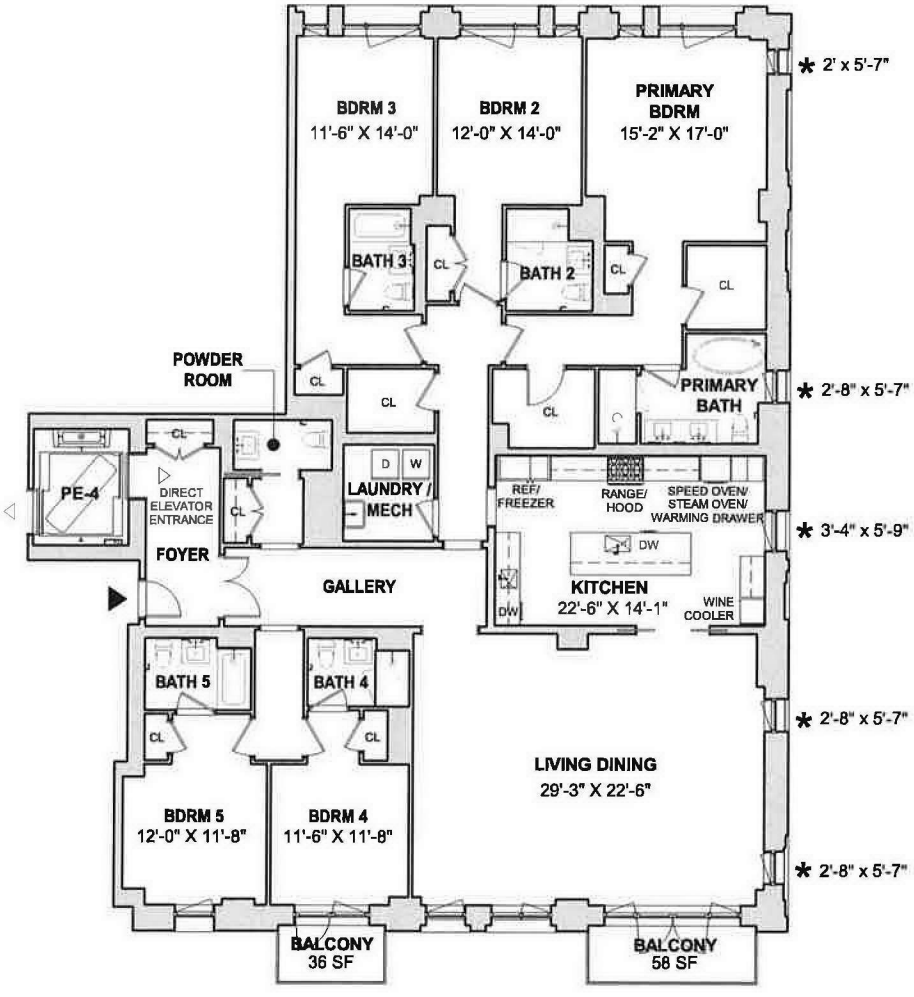
DRAWING NUMBER:
AG-6B

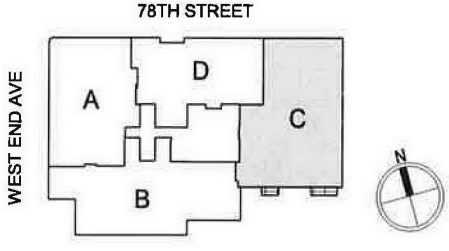
UNIT 6C

5 BR / 5.5 BATH

UNIT AREA: 3,745 SF / 347.95 SM

OUTDOOR AREA: 94 SF / 8.73 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 6C

SCALE: 1/16" = 1'-0" 09/16/2020

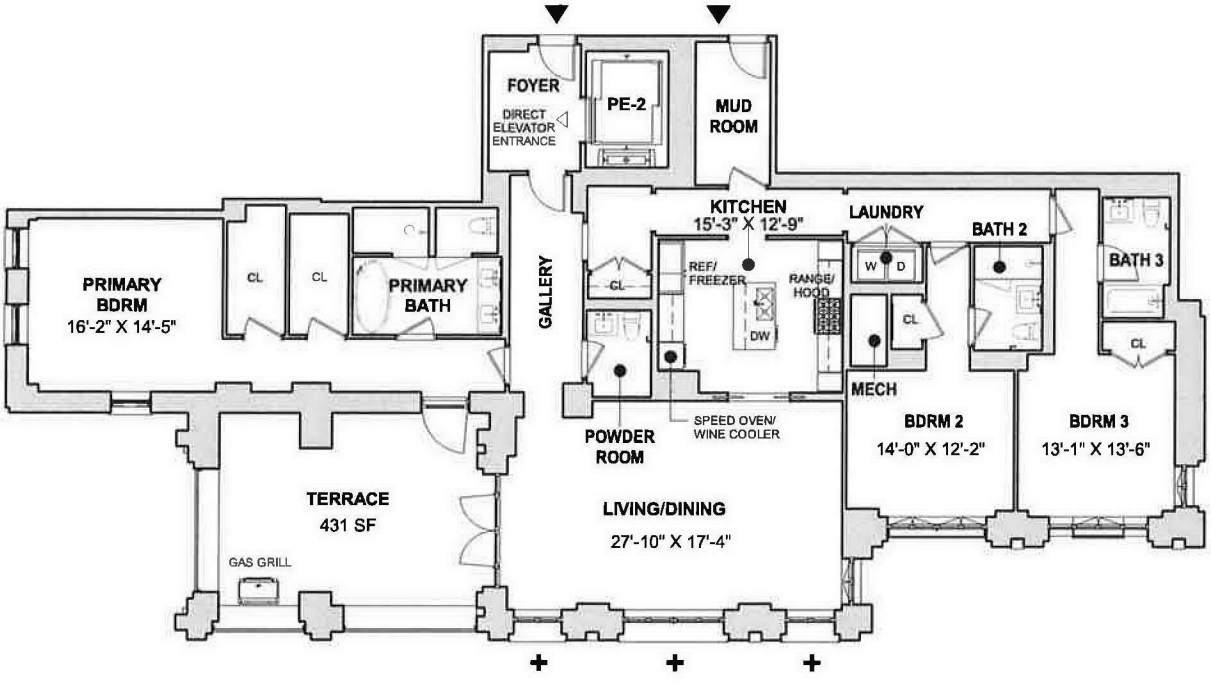
DRAWING NUMBER:
AG-6C

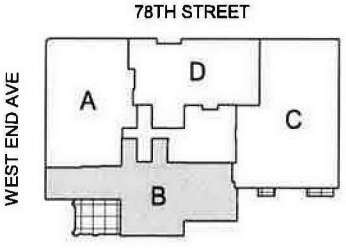
UNIT 7B

3 BR / 3.5 BATH

UNIT AREA: 2,910 SF / 270.34 SM

OUTDOOR AREA: 431 SF / 40.00 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

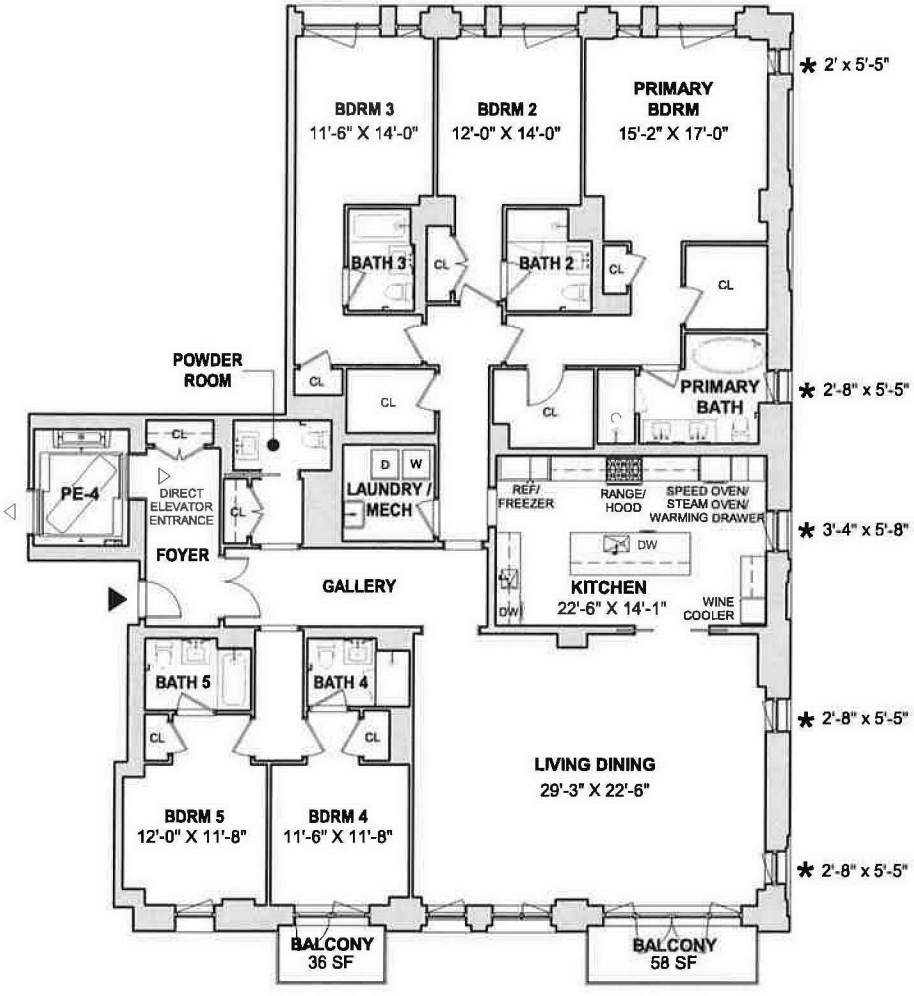
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 7B

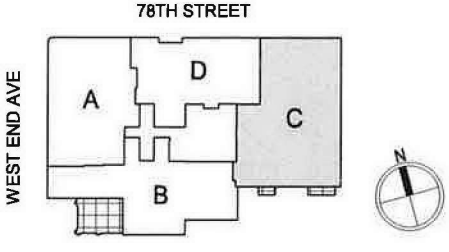
SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-7B

UNITS 7C & 9C

5 BR / 5.5 BATH
UNIT AREA: 3,745 SF / 347.95 SM
OUTDOOR AREA: 94 SF / 8.73 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

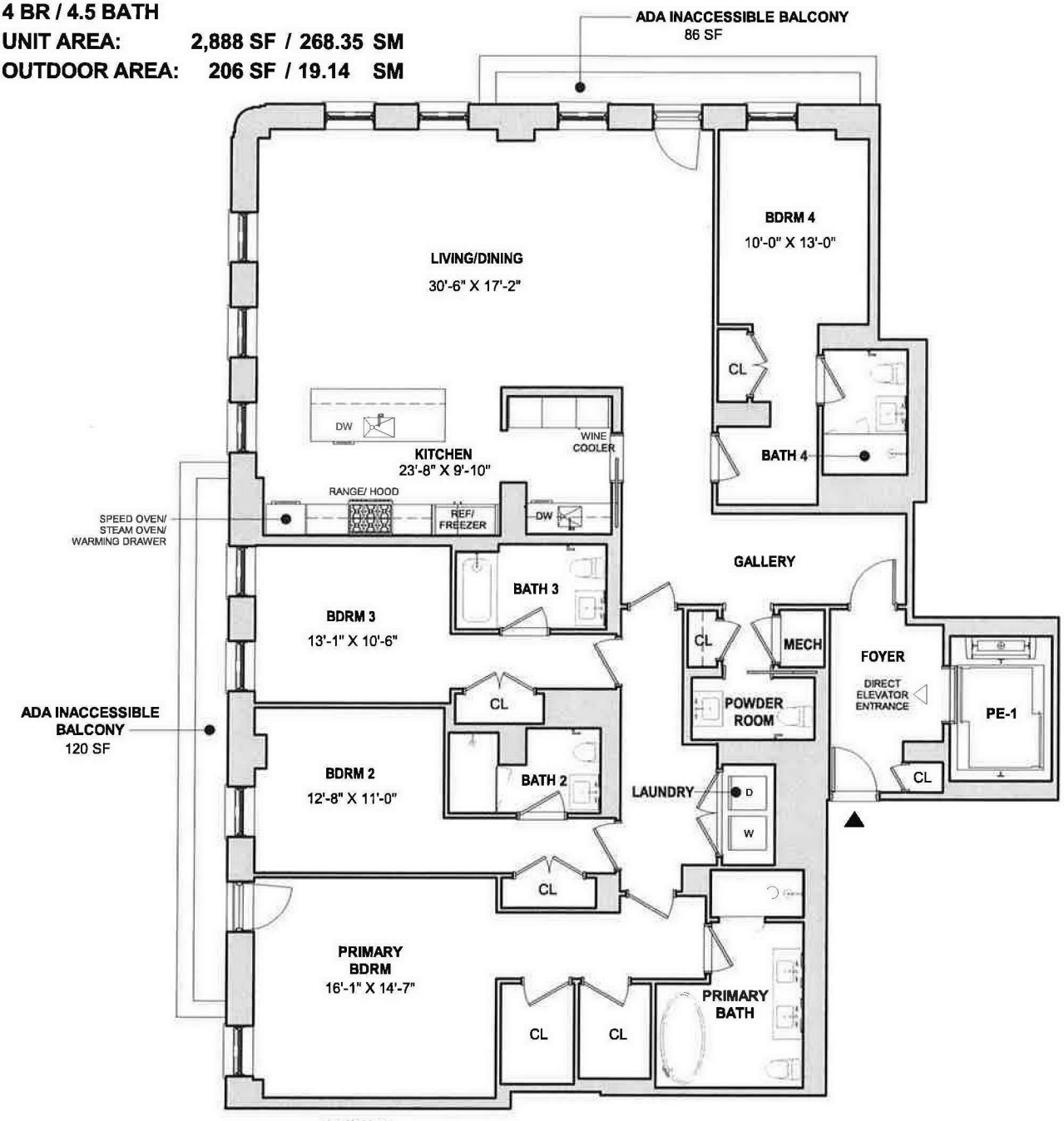
378 WEST END AVENUE
NEW YORK, NY 10024
UNITS 7C & 9C

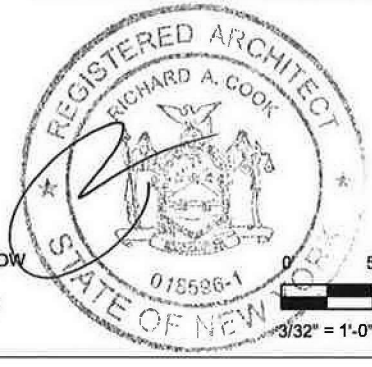
SCALE: 1/16" = 1'-0" 09/16/2020

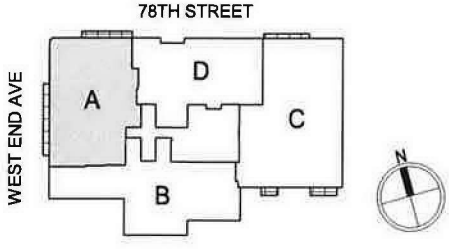
DRAWING NUMBER:
AG-7C

UNIT 8A

4 BR / 4.5 BATH
UNIT AREA: 2,888 SF / 268.35 SM
OUTDOOR AREA: 206 SF / 19.14 SM







LEGEND:

* LOT LINE WINDOW
+ FIXED WINDOW

0 5' 10' 20'
3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 8A

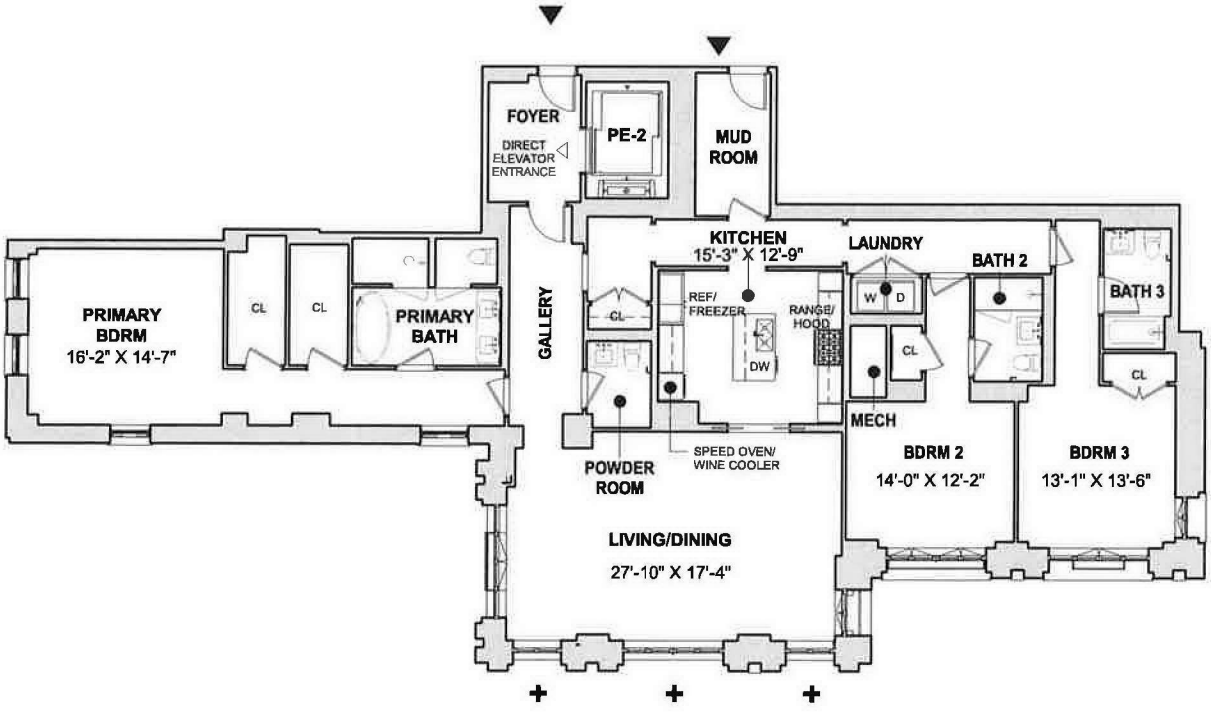
SCALE: 3/32" = 1'-0" 09/16/2020

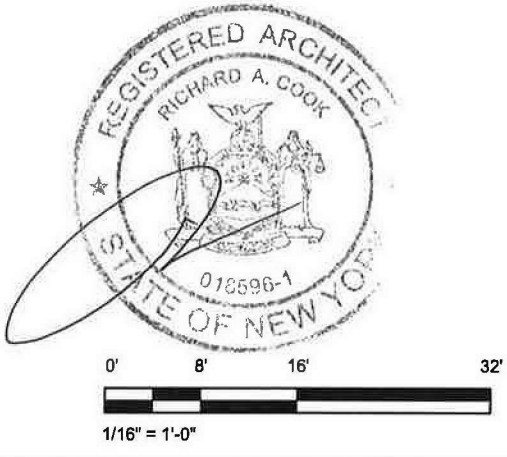
DRAWING NUMBER:
AG-8A

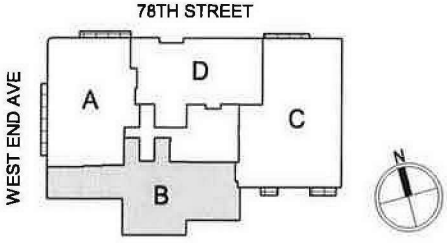
UNIT 8B

3 BR / 3.5 BATH

UNIT AREA: 2,910 SF / 270.34 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE

NEW YORK, NY 10024

UNIT 8B

SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:

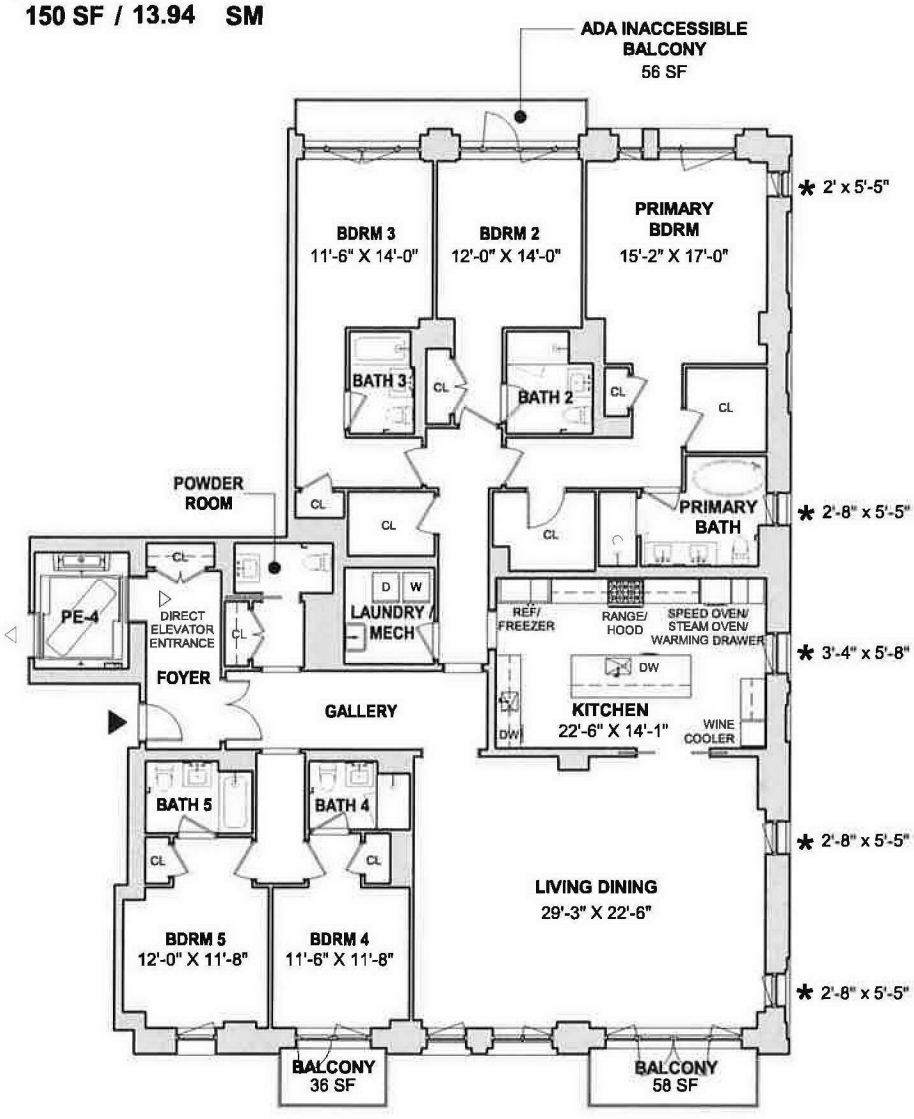
AG-8B

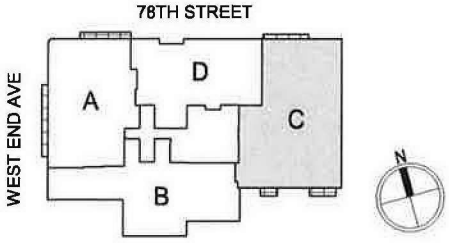
UNIT 8C

5 BR / 5.5 BATH

UNIT AREA: 3,745 SF / 347.95 SM

OUTDOOR AREA: 150 SF / 13.94 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

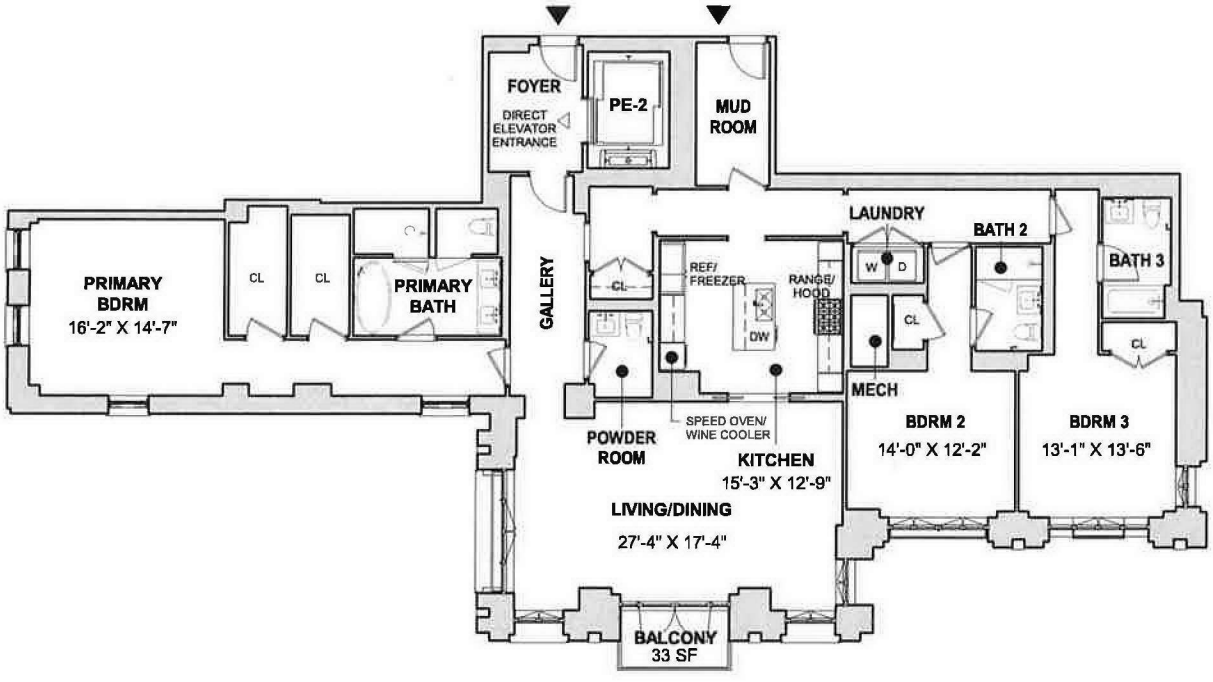
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 8C

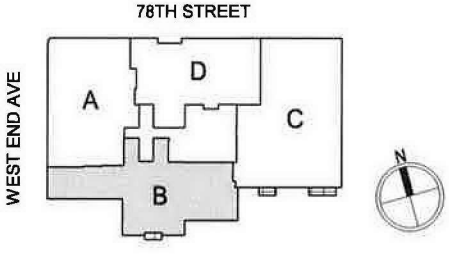
SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-8C

UNIT 9B

3 BR / 3.5 BATH
UNIT AREA: 2,898 SF / 269.21 SM
OUTDOOR AREA: 33 SF / 3.03 SM





LEGEND:

* LOT LINE WINDOW
+ FIXED WINDOW

0' 8' 16' 32'
1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

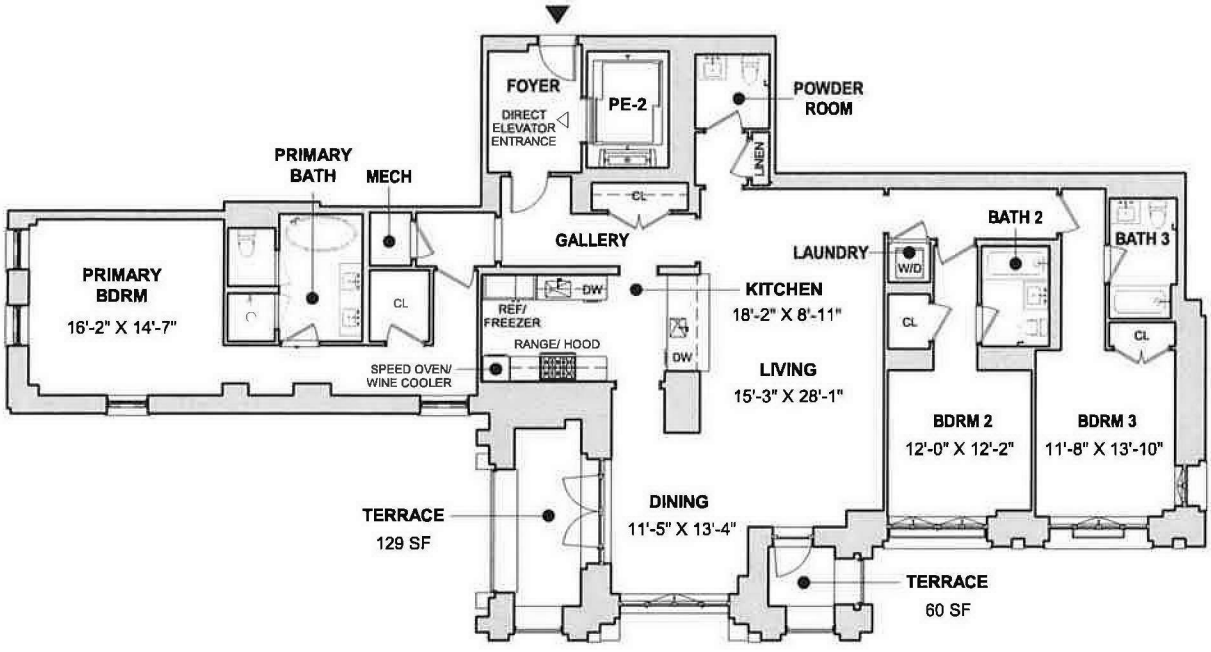
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 9B

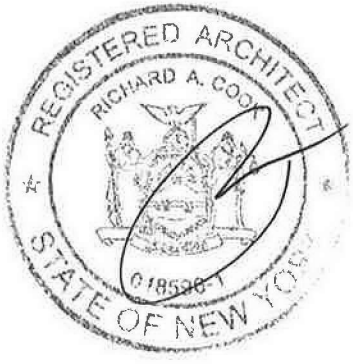
SCALE: 1/16" = 1'-0" 09/16/2020

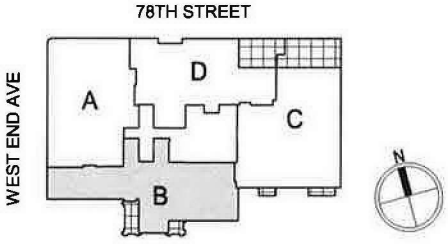
DRAWING NUMBER:
AG-9B

UNIT 10B

3 BR / 3.5 BATH
UNIT AREA: 2,672 SF / 248.28 SM
OUTDOOR AREA: 189 SF / 17.56 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 10B

SCALE: 1/16" = 1'-0" 09/16/2020

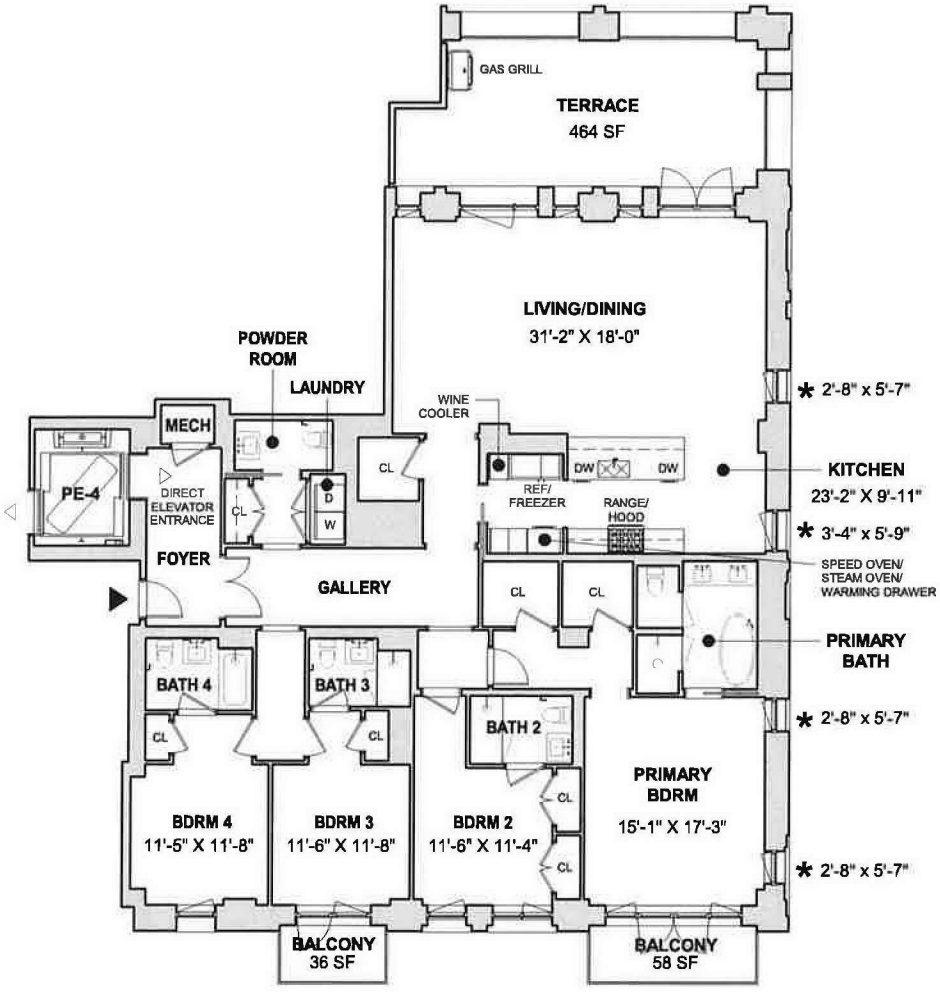
DRAWING NUMBER:
AG-10B

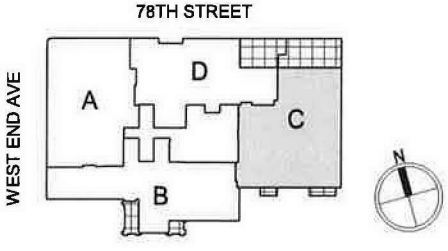
UNIT 10C

4 BR / 4.5 BATH

UNIT AREA: 2,970 SF / 275.94 SM

OUTDOOR AREA: 558 SF / 51.84 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

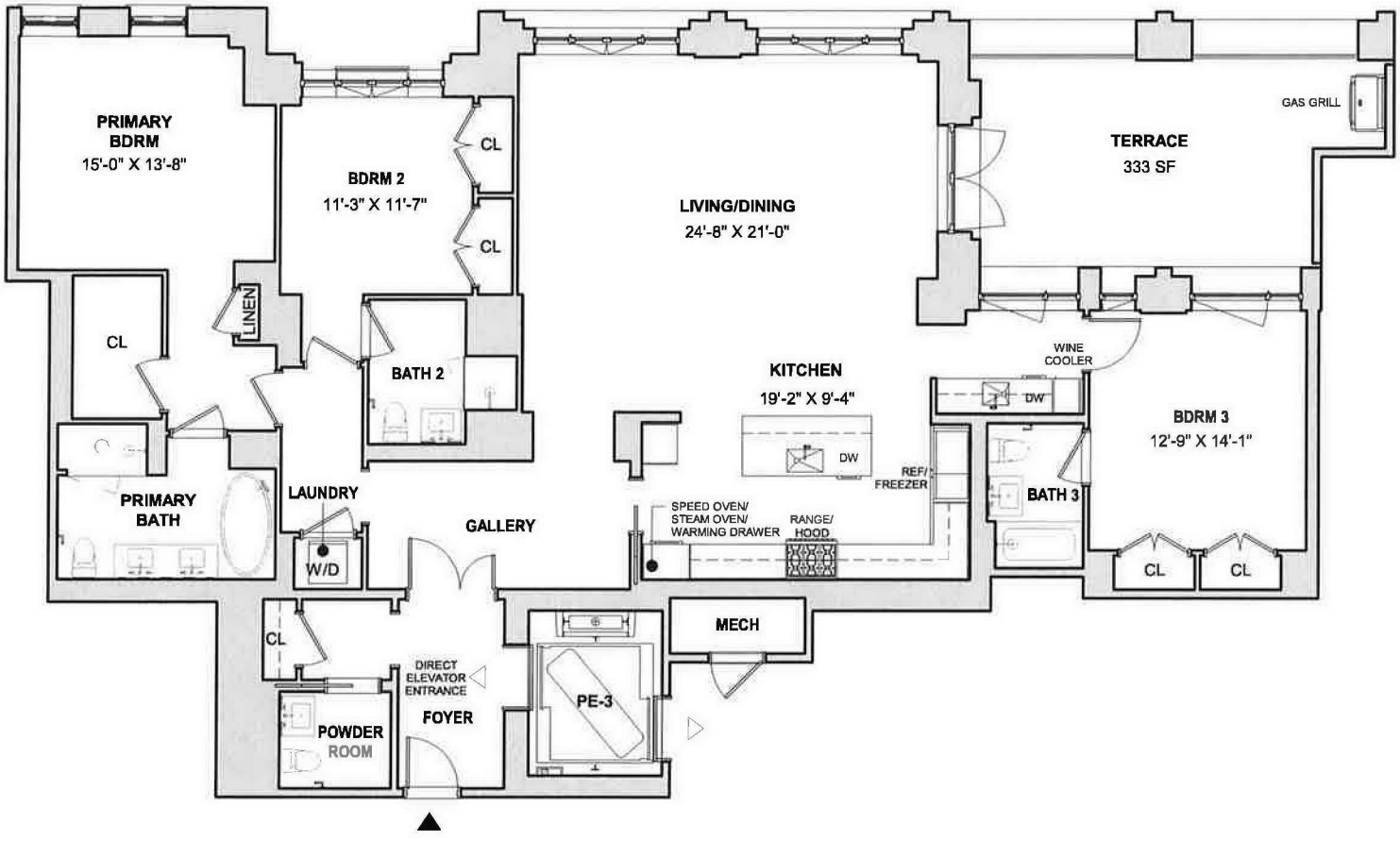
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 10C

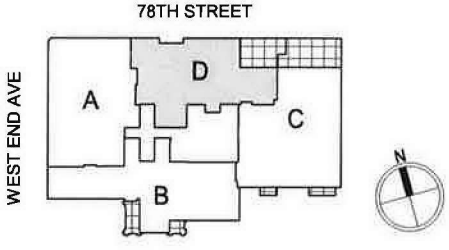
SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-10C

UNIT 10D

3 BR / 3.5 BATH
UNIT AREA: 2,456 SF / 228.19 SM
OUTDOOR AREA: 333 SF / 30.95 SM





LEGEND:

* LOT LINE WINDOW
+ FIXED WINDOW

0' 5' 10' 20'
3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

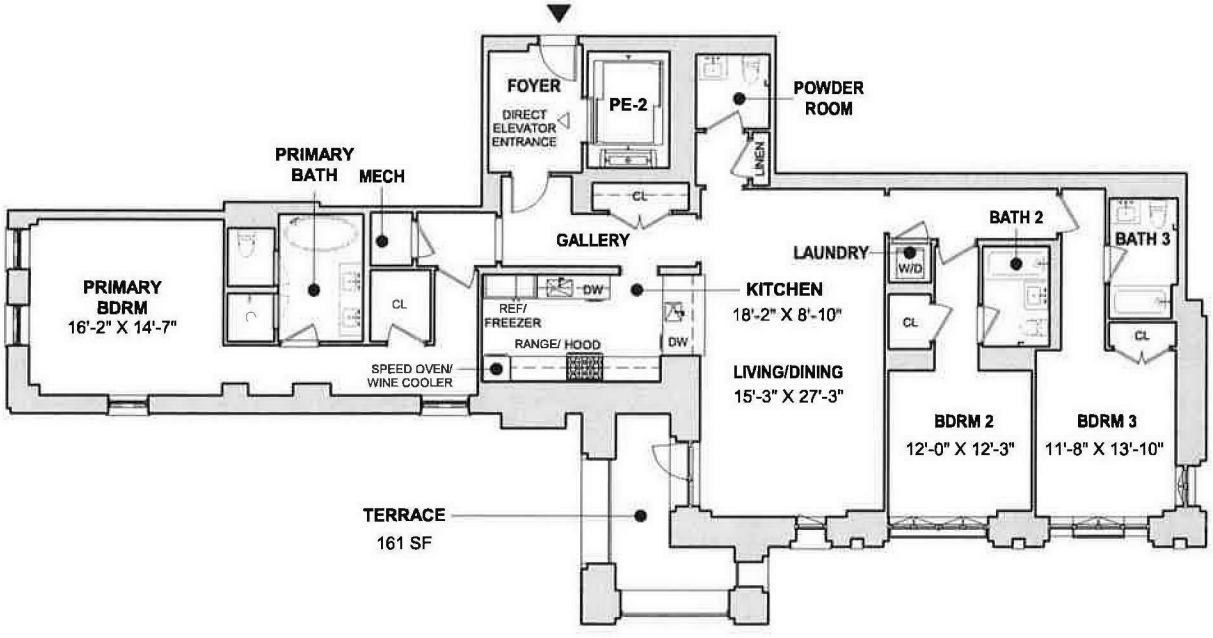
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 10D

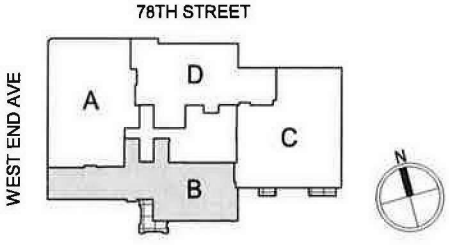
SCALE: 3/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-10D

UNIT 11B

3 BR / 3.5 BATH
UNIT AREA: 2,489 SF / 231.22 SM
OUTDOOR AREA: 161 SF / 14.98 SM





LEGEND:

* LOT LINE WINDOW
+ FIXED WINDOW

0' 8' 16' 32'
1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 11B

SCALE: 1/16" = 1'-0" 09/16/2020

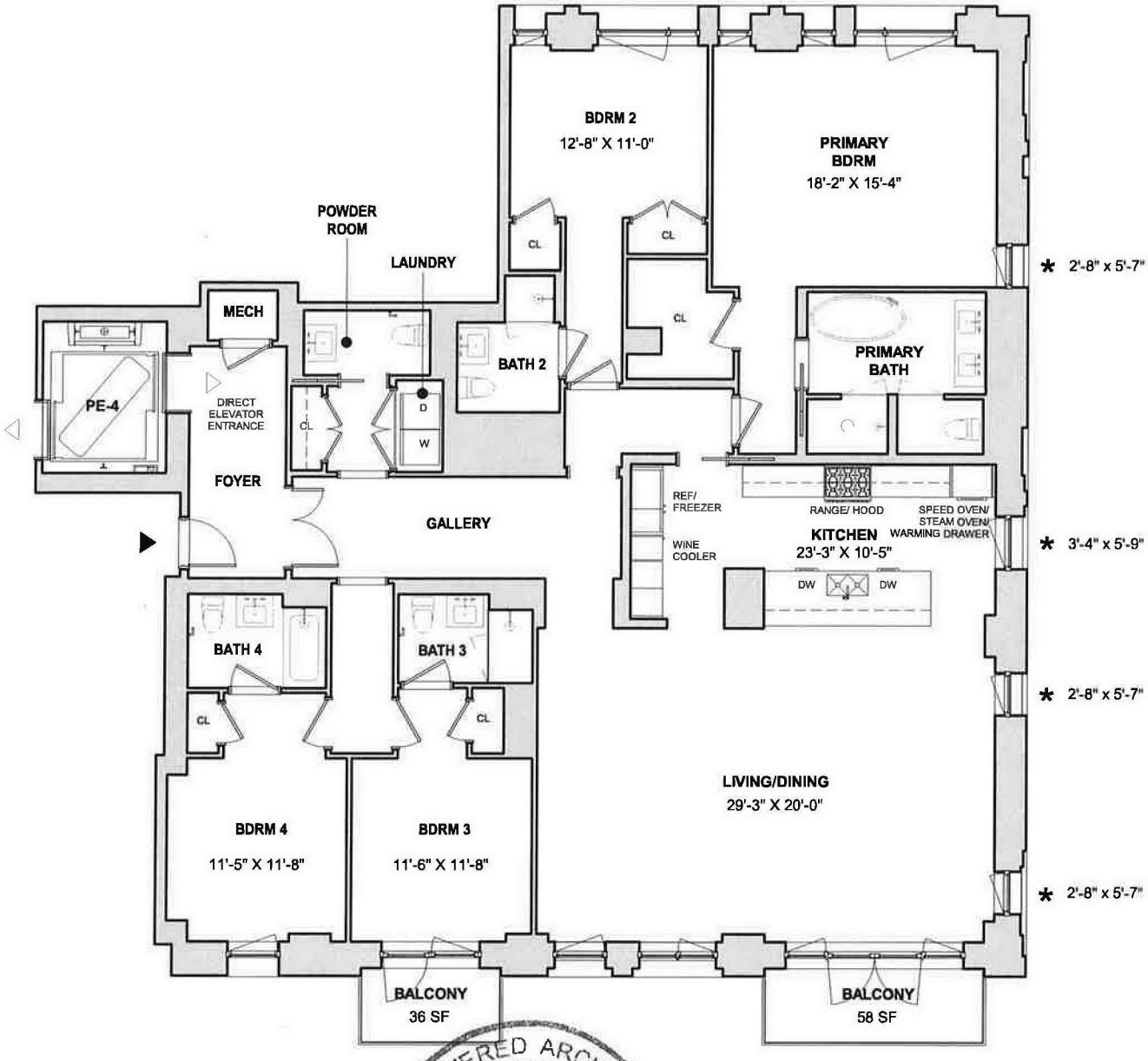
DRAWING NUMBER:
AG-11B

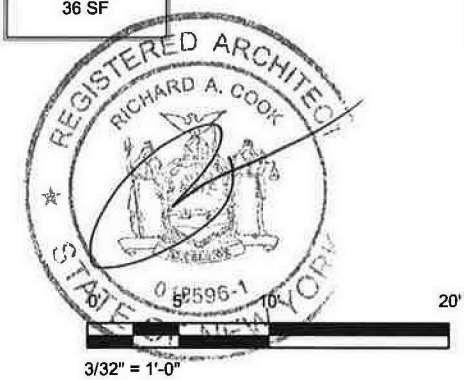
UNIT 11C

4 BR / 4.5 BATH

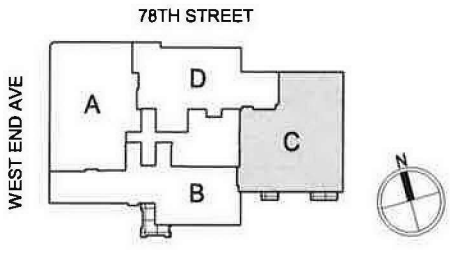
UNIT AREA: 2,970 SF / 275.94 SM

OUTDOOR AREA: 94 SF / 8.73 SM





3/32" = 1'-0"



LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 11C

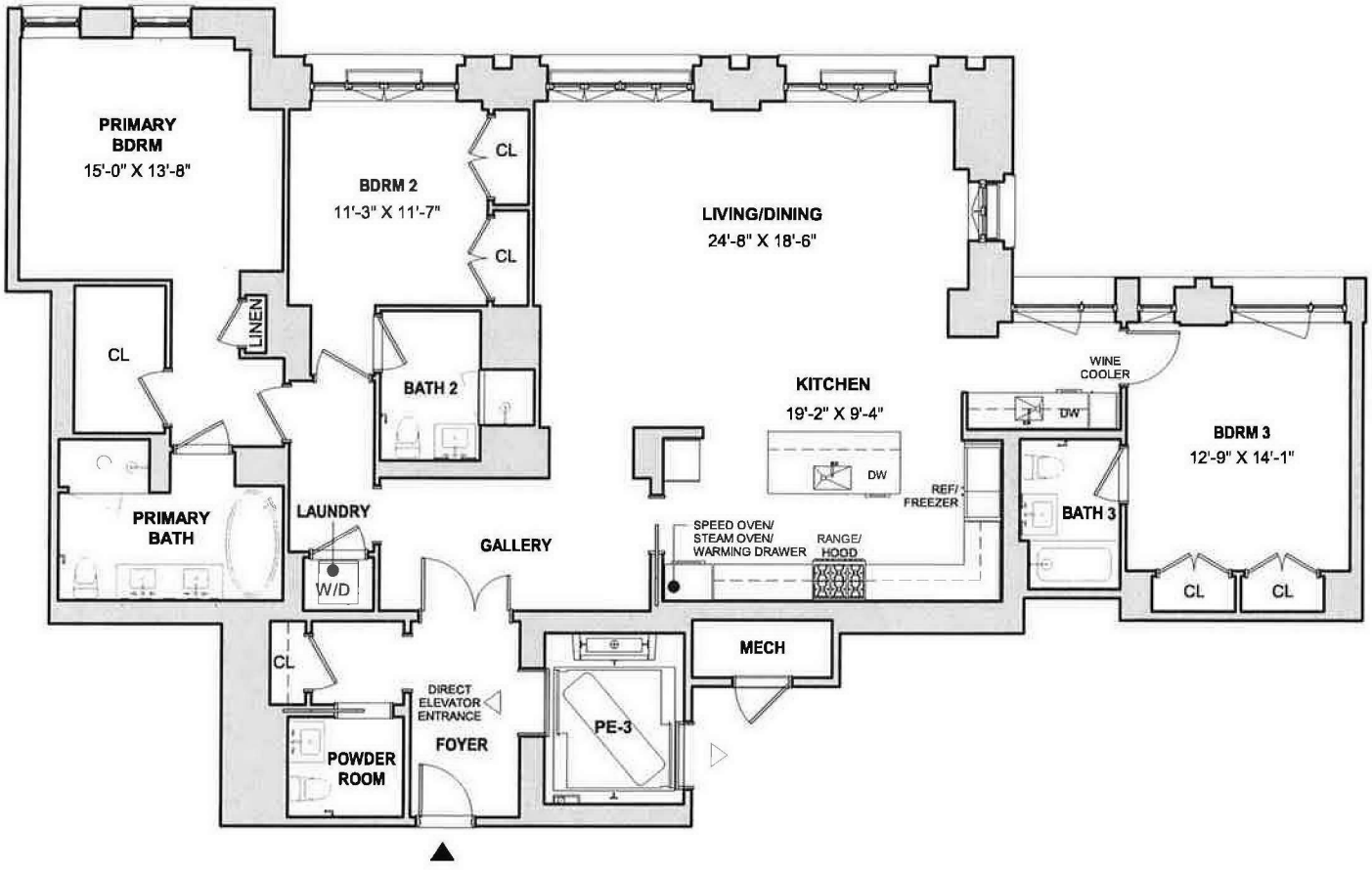
SCALE: 3/32" = 1'-0" 09/16/2020

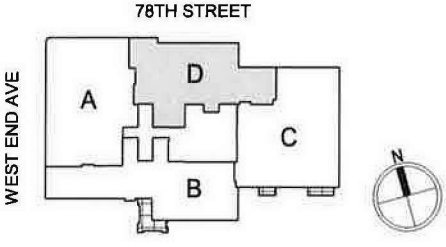
DRAWING NUMBER:
AG-11C

UNIT 11D

3 BR / 3.5 BATH

UNIT AREA: 2,382 SF / 221.32 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 11D

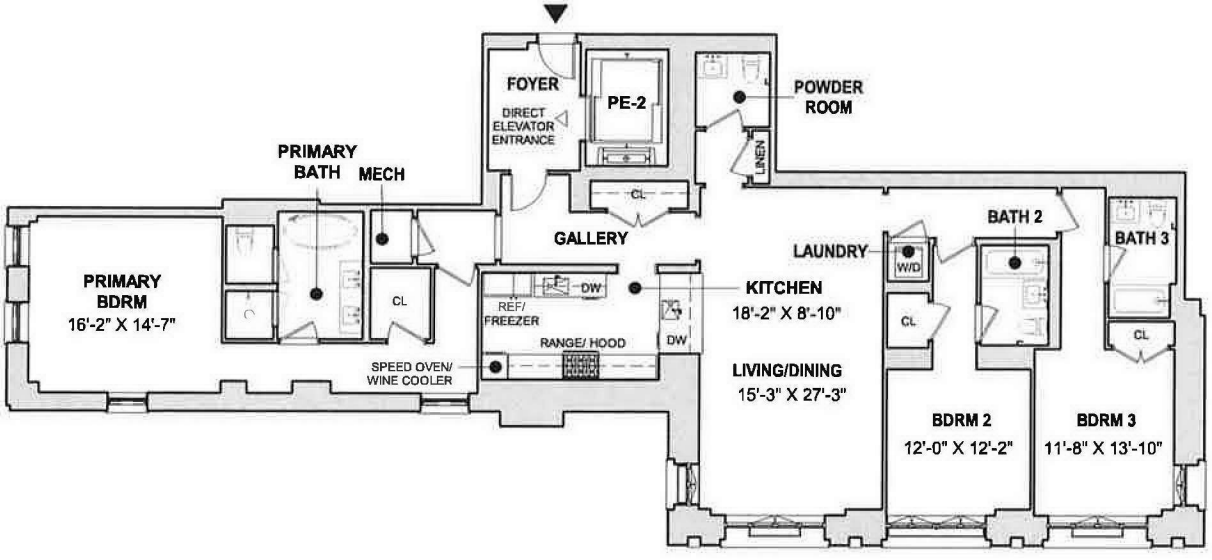
SCALE: 3/32" = 1'-0" 09/16/2020

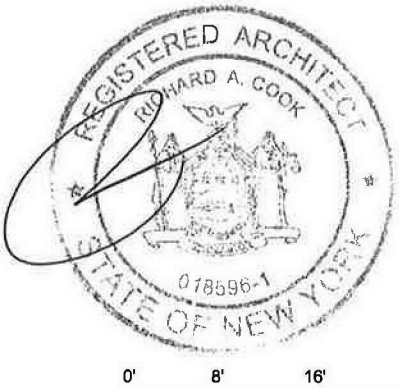
DRAWING NUMBER:
AG-11D

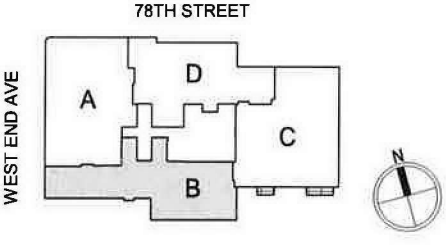
UNIT 12B

3 BR / 3.5 BATH

UNIT AREA: 2,489 SF / 231.22 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

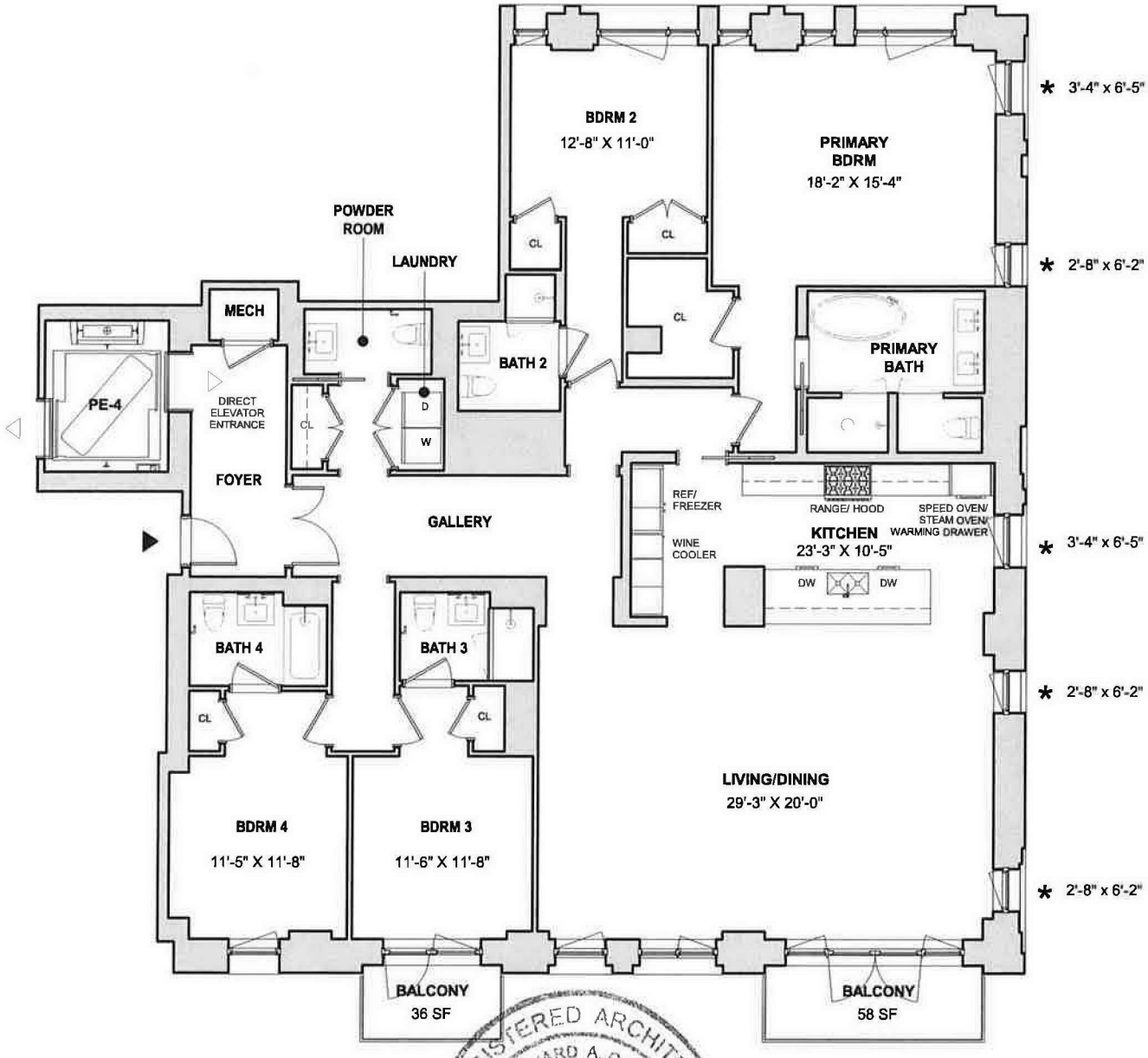
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 12B

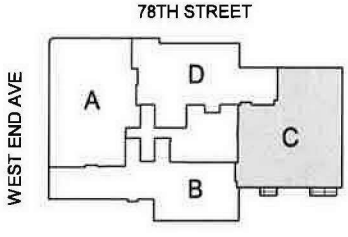
SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-12B

UNIT 12C

4 BR / 4.5 BATH
UNIT AREA: 2,970 SF / 275.94 SM
OUTDOOR AREA: 94 SF / 8.73 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 12C

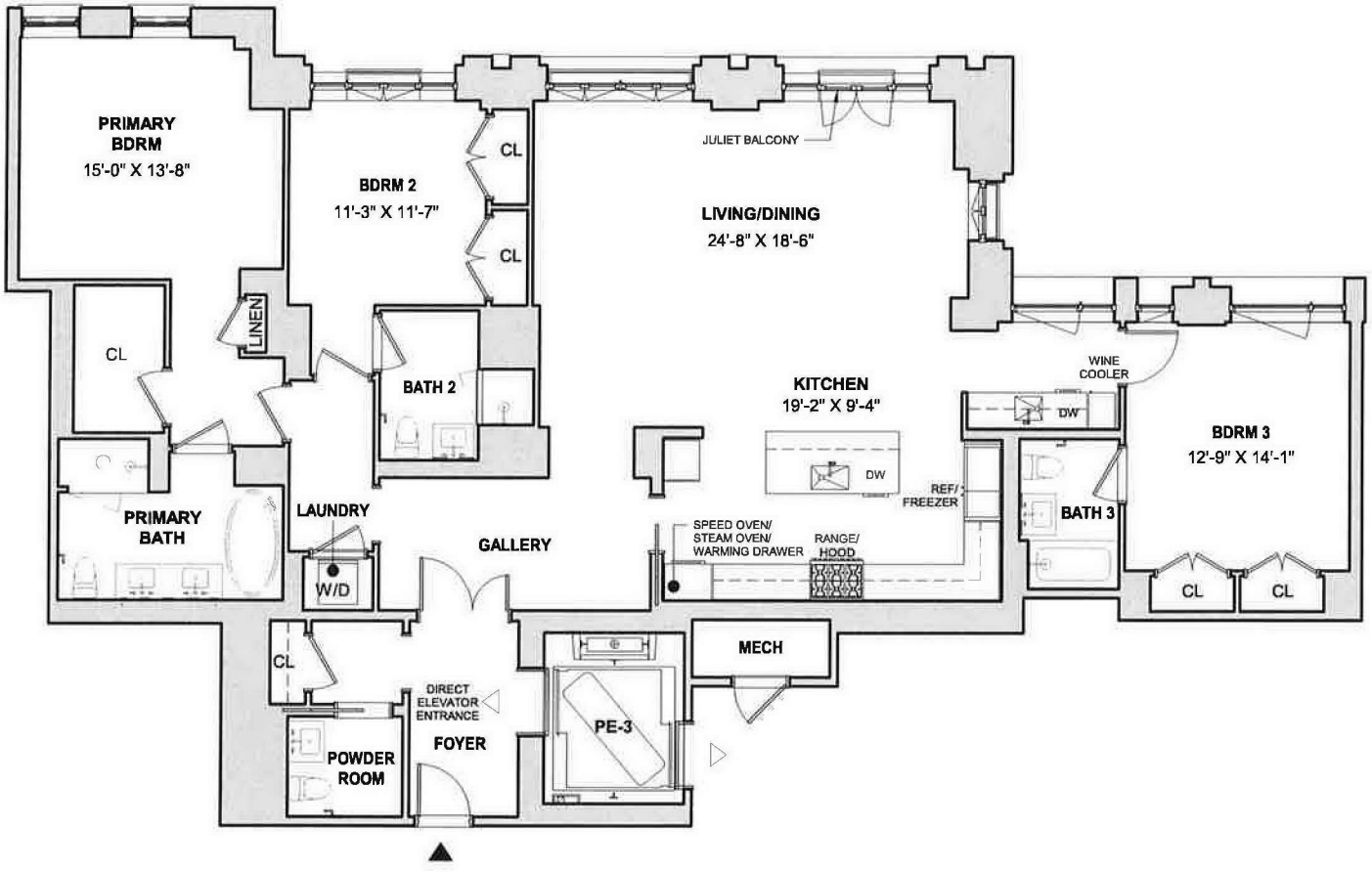
SCALE: 3/32" = 1'-0" 09/16/2020

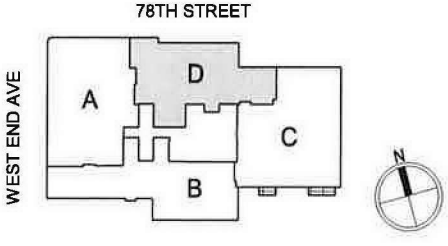
DRAWING NUMBER:
AG-12C

UNIT 12D

3 BR / 3.5 BATH

UNIT AREA: 2,382 SF / 221.32 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 12D

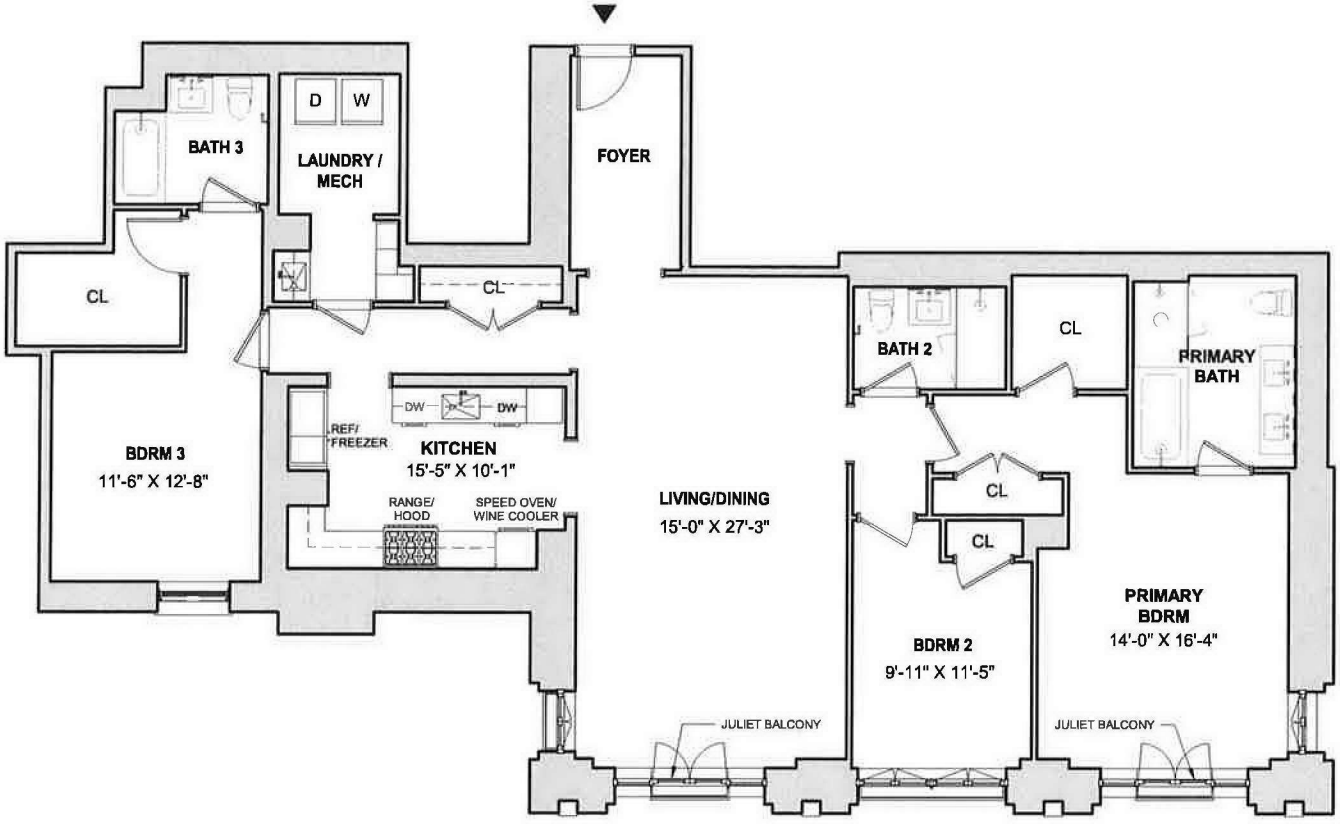
SCALE: 3/32" = 1'-0" 09/16/2020

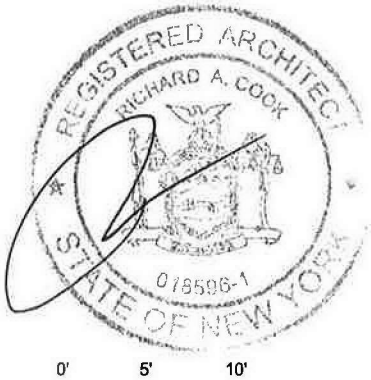
DRAWING NUMBER:
AG-12D

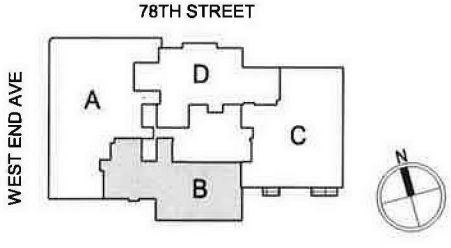
UNIT 14B

3 BR / 3 BATH

UNIT AREA: 2,163 SF / 200.98 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

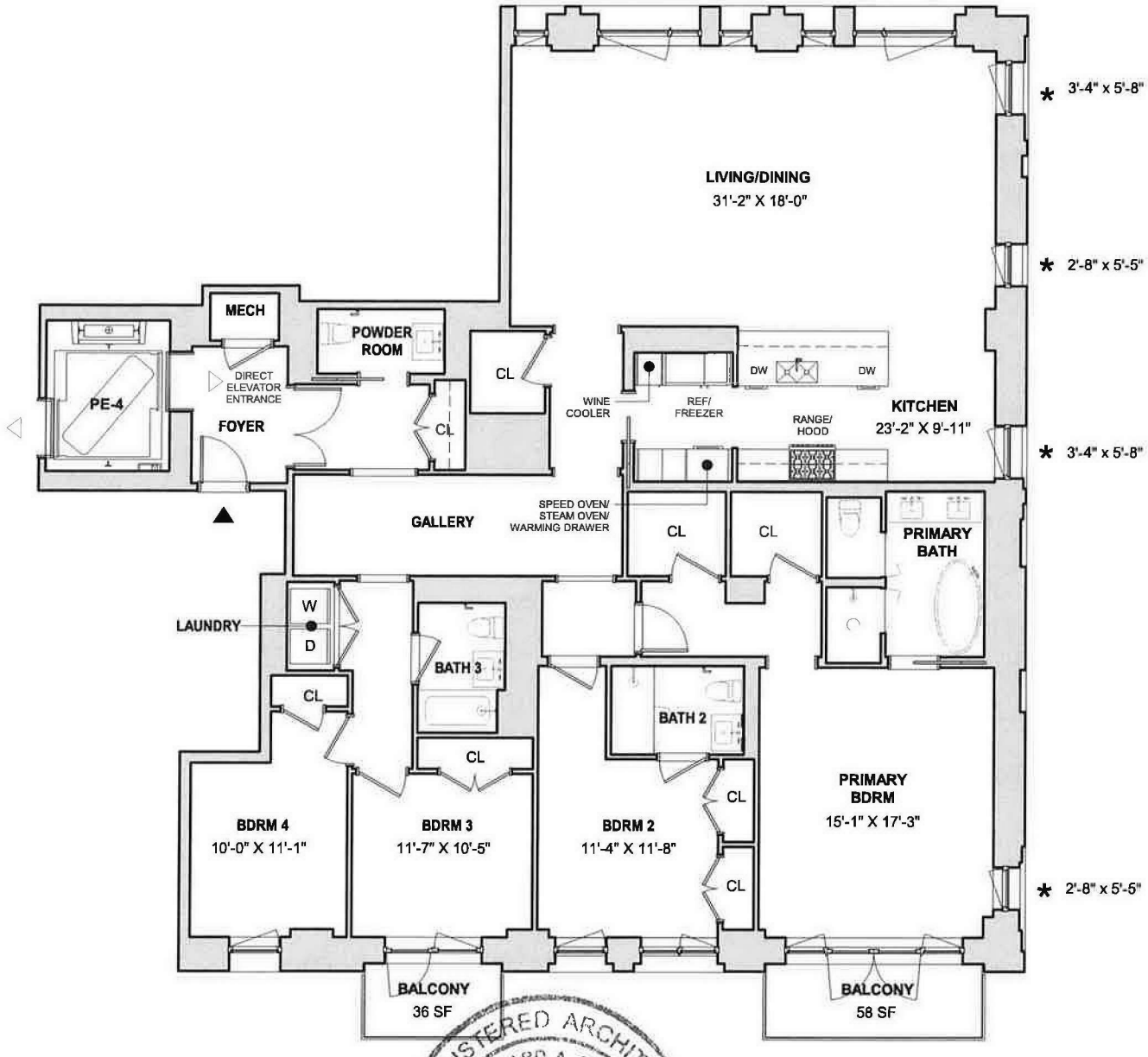
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 14B

SCALE: 3/32" = 1'-0" 09/16/2020

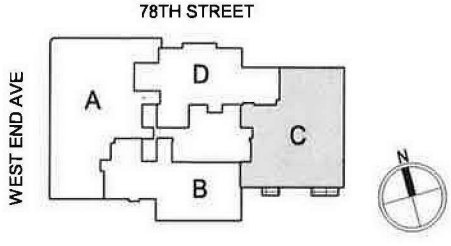
DRAWING NUMBER:
AG-14B

UNIT 14C

4 BR / 4.5 BATH
UNIT AREA: 2,854 SF / 265.10 SM
OUTDOOR AREA: 94 SF / 8.73 SM



0' 5' 10' 20'
3/32" = 1'-0"



LEGEND:

* LOT LINE WINDOW
+ FIXED WINDOW

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 14C

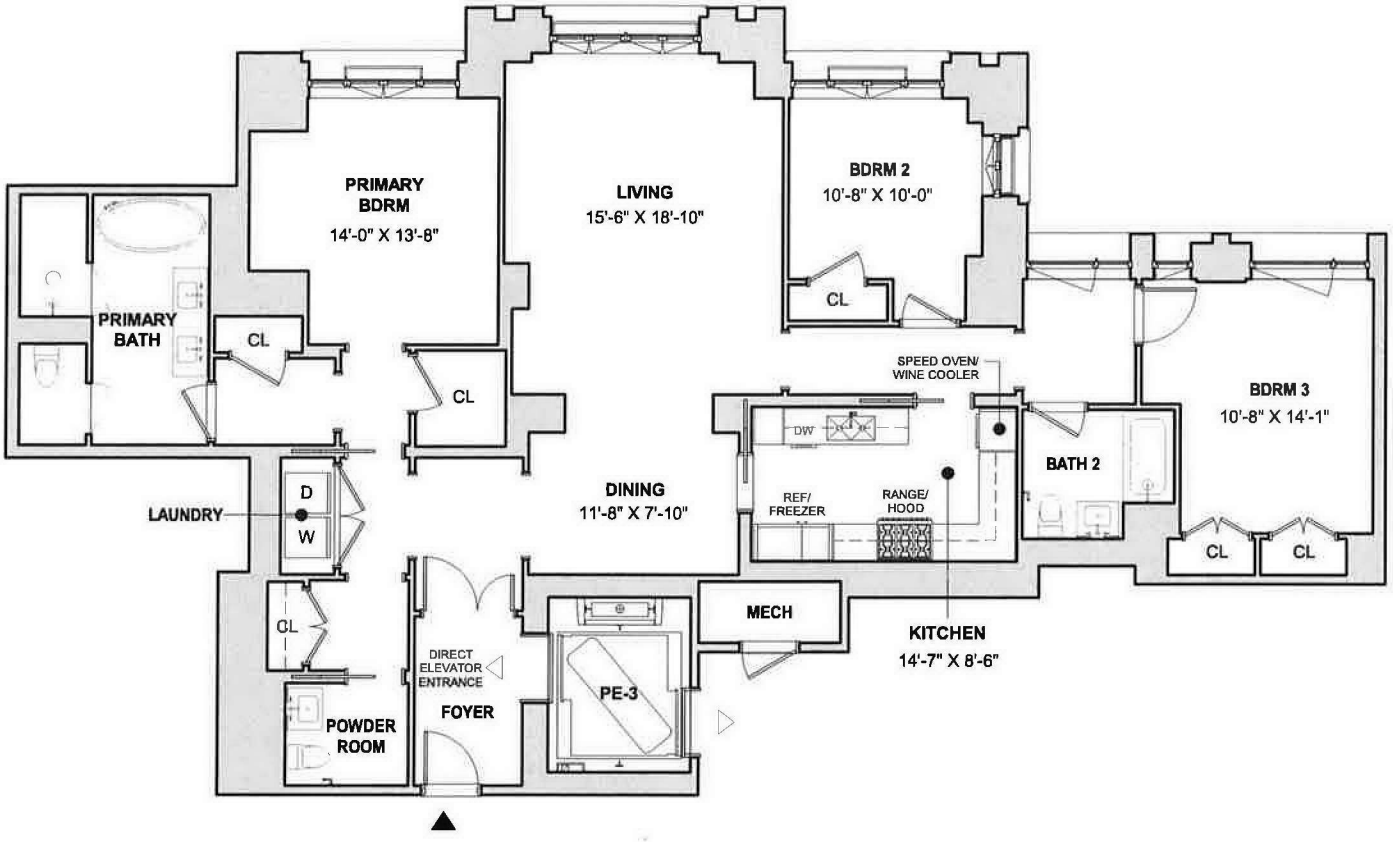
SCALE: 3/32" = 1'-0" 09/16/2020

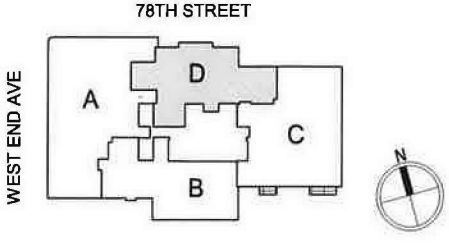
DRAWING NUMBER:
AG-14C

UNIT 14D

3 BR / 2.5 BATH

UNIT AREA: 2,091 SF / 194.22 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 14D

SCALE: 3/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-14D

UNIT 15A LOWER LEVEL

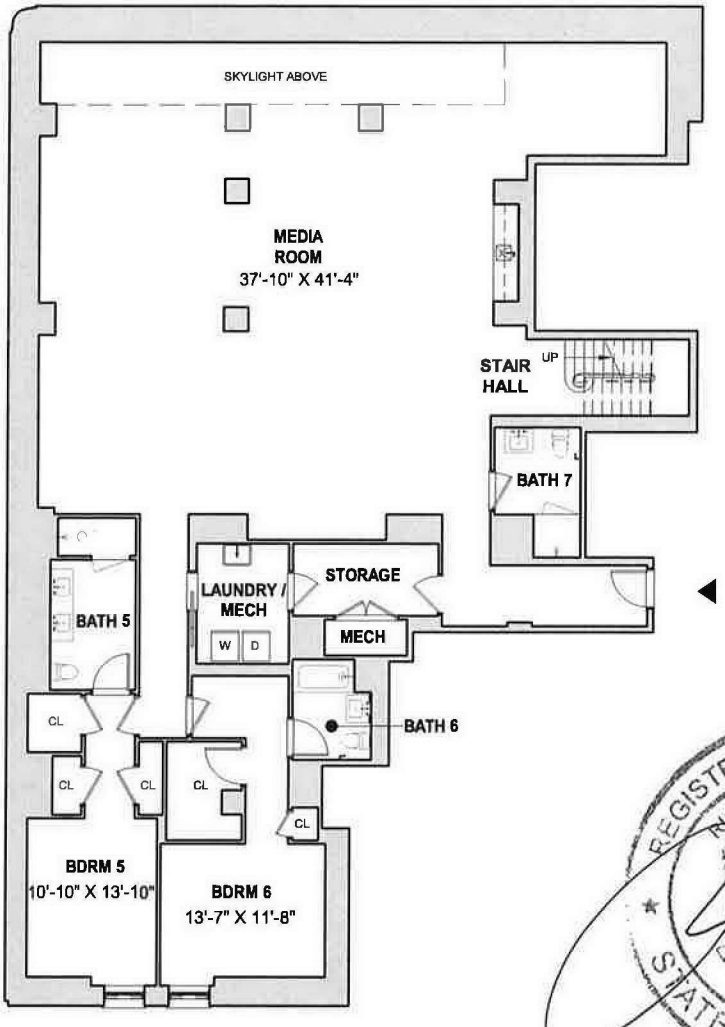
6 BR / 7.5 BATH

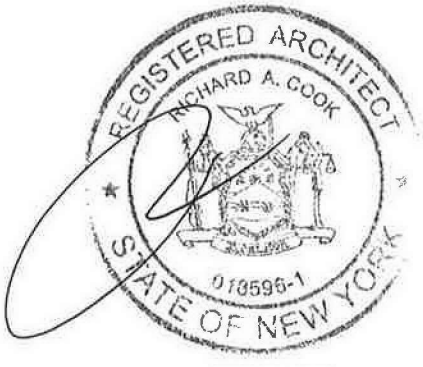
UNIT AREA LOWER LEVEL: 3,538 SF / 328.65 SM

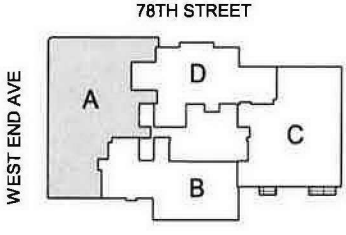
UNIT AREA UPPER LEVEL: 3,947 SF / 366.66 SM

TOTAL UNIT AREA: 7,485 SF 695.63 SM

OUTDOOR AREA UPPER LEVEL: 997 SF / 92.59 SM







LEGEND:

* LOT LINE WINDOW

\+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 15A LOWER

SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-15A-L

UNIT 15A UPPER LEVEL

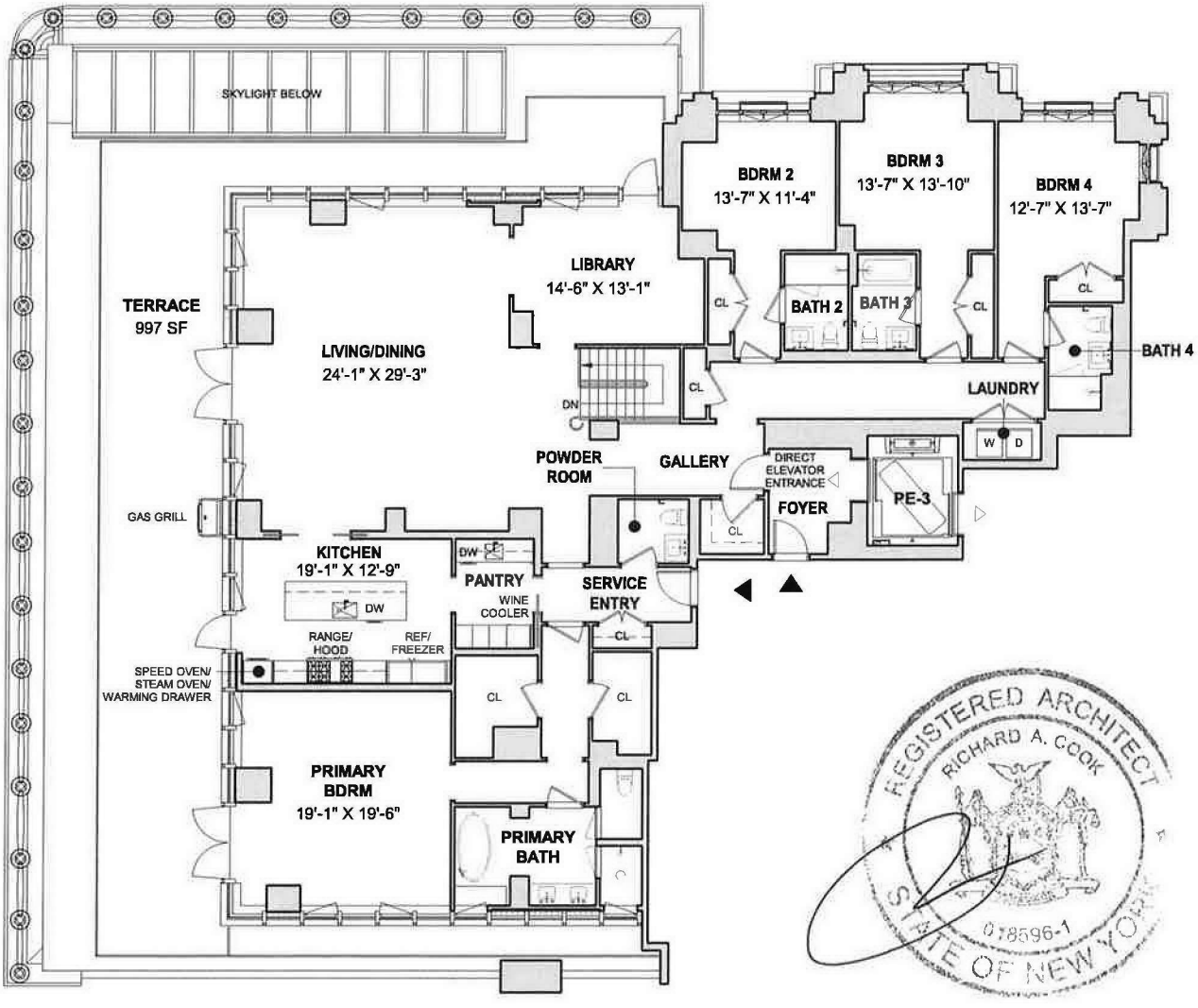
6 BR / 7.5 BATH

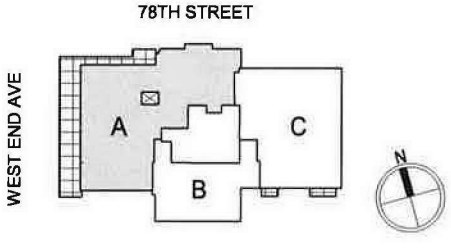
UNIT AREA LOWER LEVEL: 3,538 SF / 328.65 SM

UNIT AREA UPPER LEVEL: 3,947 SF / 366.66 SM

TOTAL UNIT AREA: 7,485 SF 695.63 SM

OUTDOOR AREA UPPER LEVEL: 997 SF / 92.59 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 15A UPPER

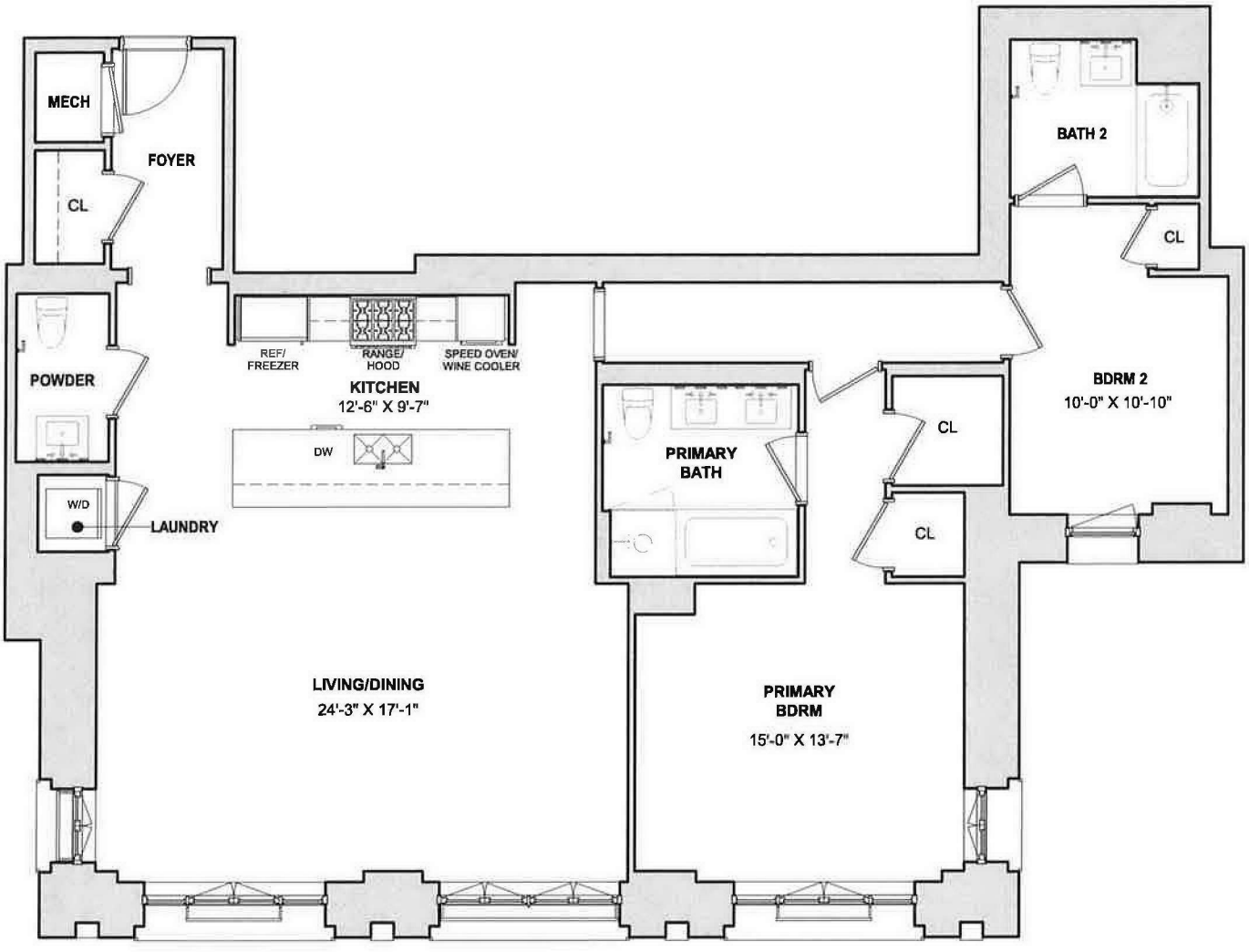
SCALE: 1/16" = 1'-0" 09/16/2020

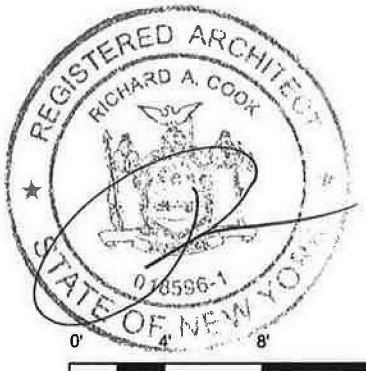
DRAWING NUMBER:
AG-15A-U

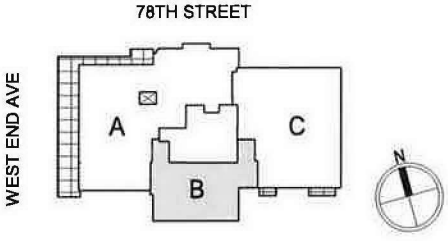
UNIT 15B

2 BR / 2.5 BATH

UNIT AREA: 1,709 SF / 158.80 SM







LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 4' 8' 16'

1/8" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 15B

SCALE: 1/8" = 1'-0" 09/16/2020

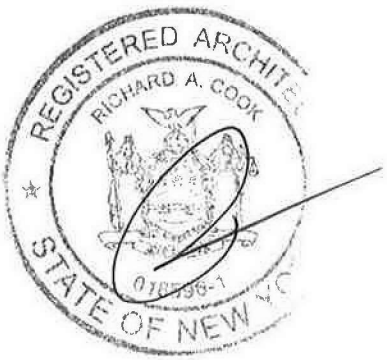
DRAWING NUMBER:
AG-15B

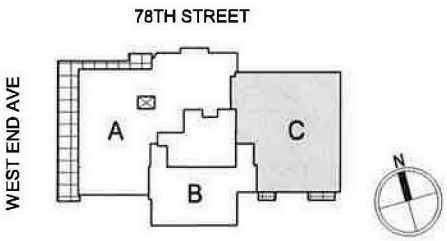
UNIT 15C

5 BR / 4.5 BATH

UNIT AREA: 3,133 SF / 291.10 SM

OUTDOOR AREA: 94 SF / 8.73 SM





LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 15C

SCALE: 3/32" = 1'-0" 09/16/2020

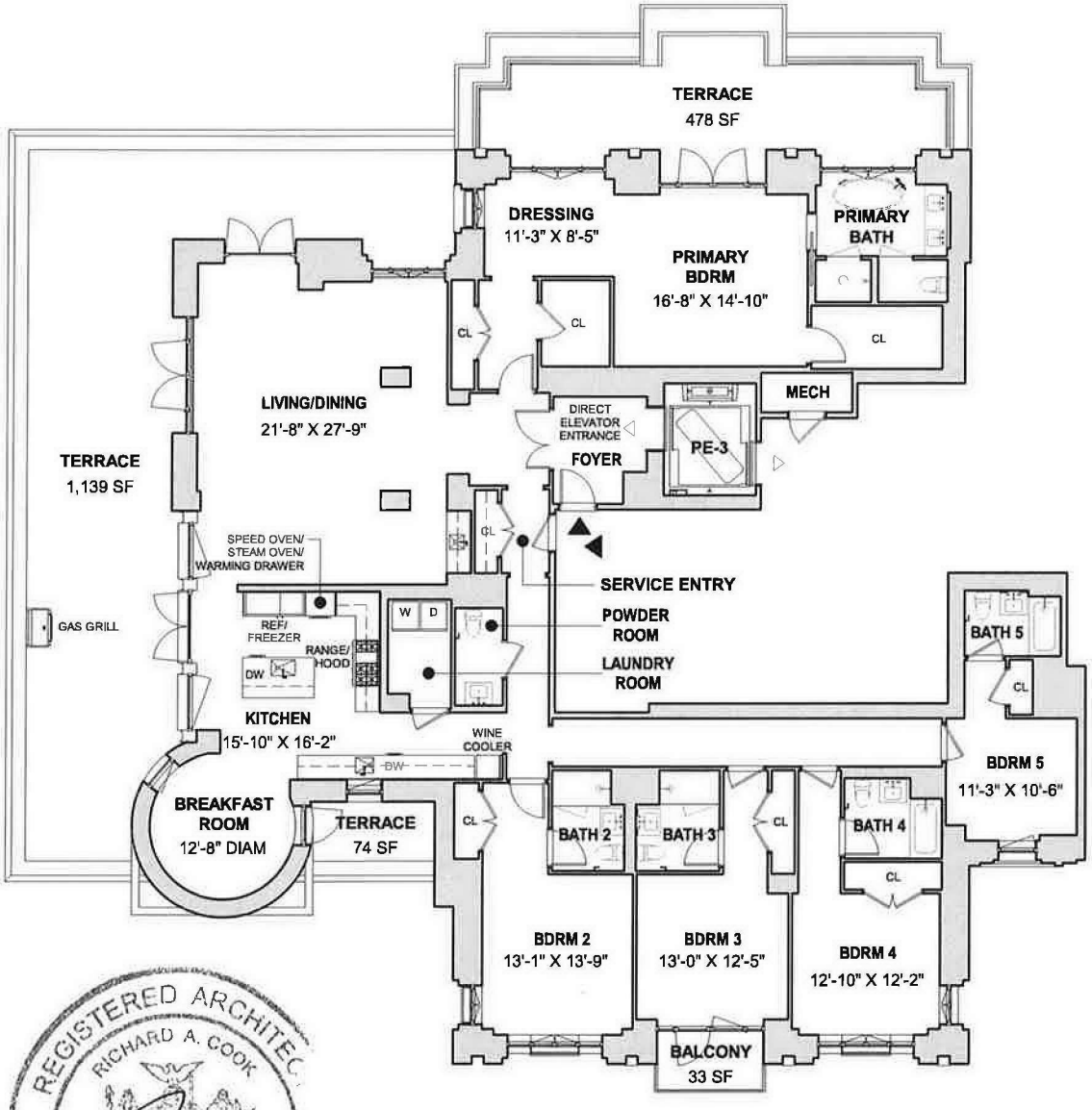
DRAWING NUMBER:
AG-15C

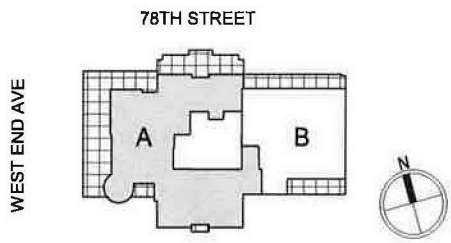
UNIT 16A

5 BR / 5.5 BATH

UNIT AREA: 4,104 SF / 381.24 SM

OUTDOOR AREA: 1,724 SF / 160.16 SM





LEGEND:

* LOT LINE WINDOW

\+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

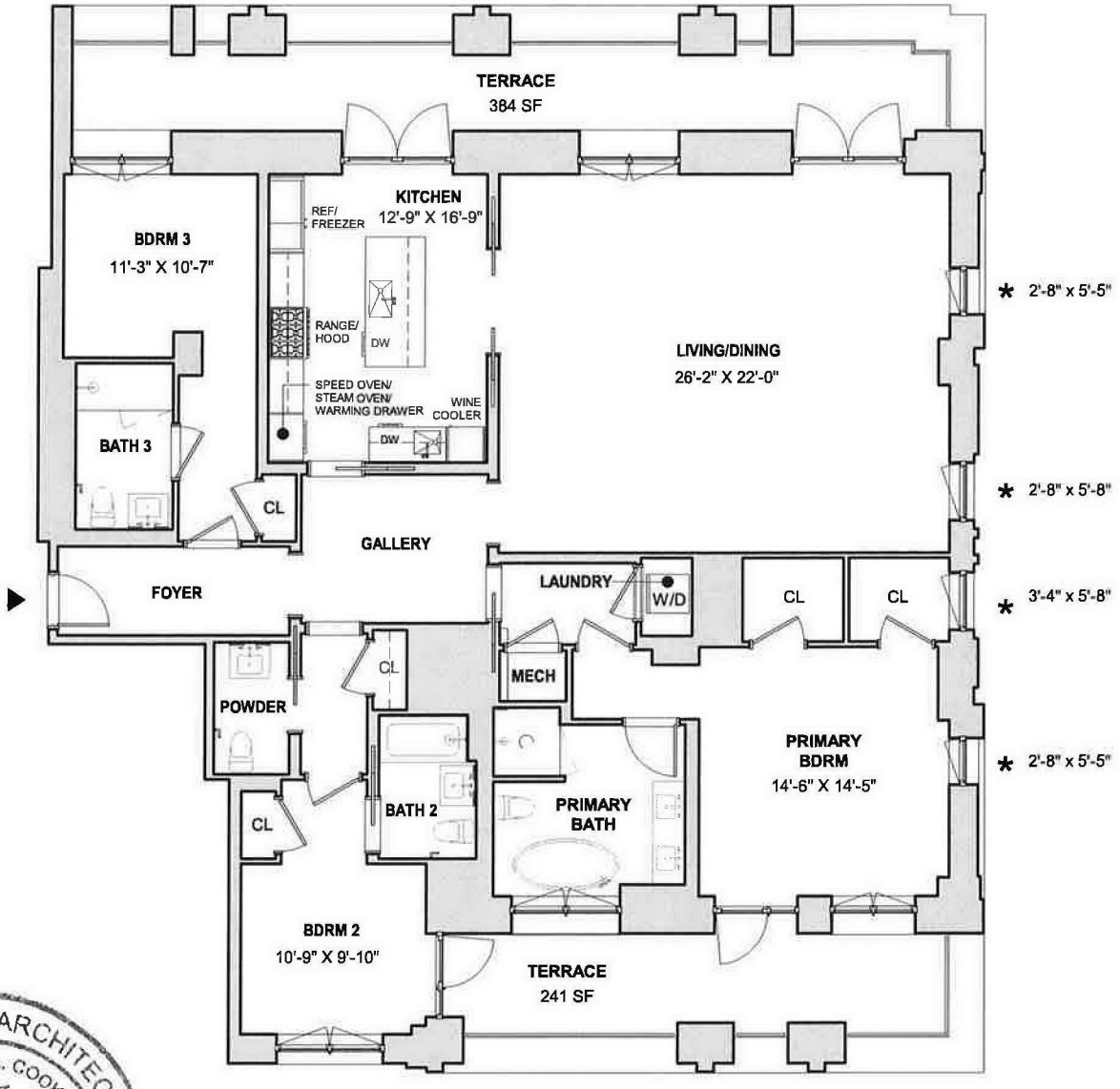
378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 16A

SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-16A

UNIT 16B

3 BR / 3.5 BATH
UNIT AREA: 2,461 SF / 228.62 SM
OUTDOOR AREA: 625 SF / 58.06 SM



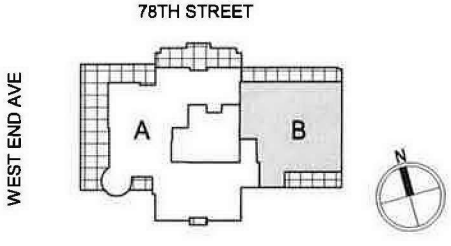
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 5' 10' 20'

3/32" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
UNIT 16B

SCALE: 3/32" = 1'-0" 09/16/2020

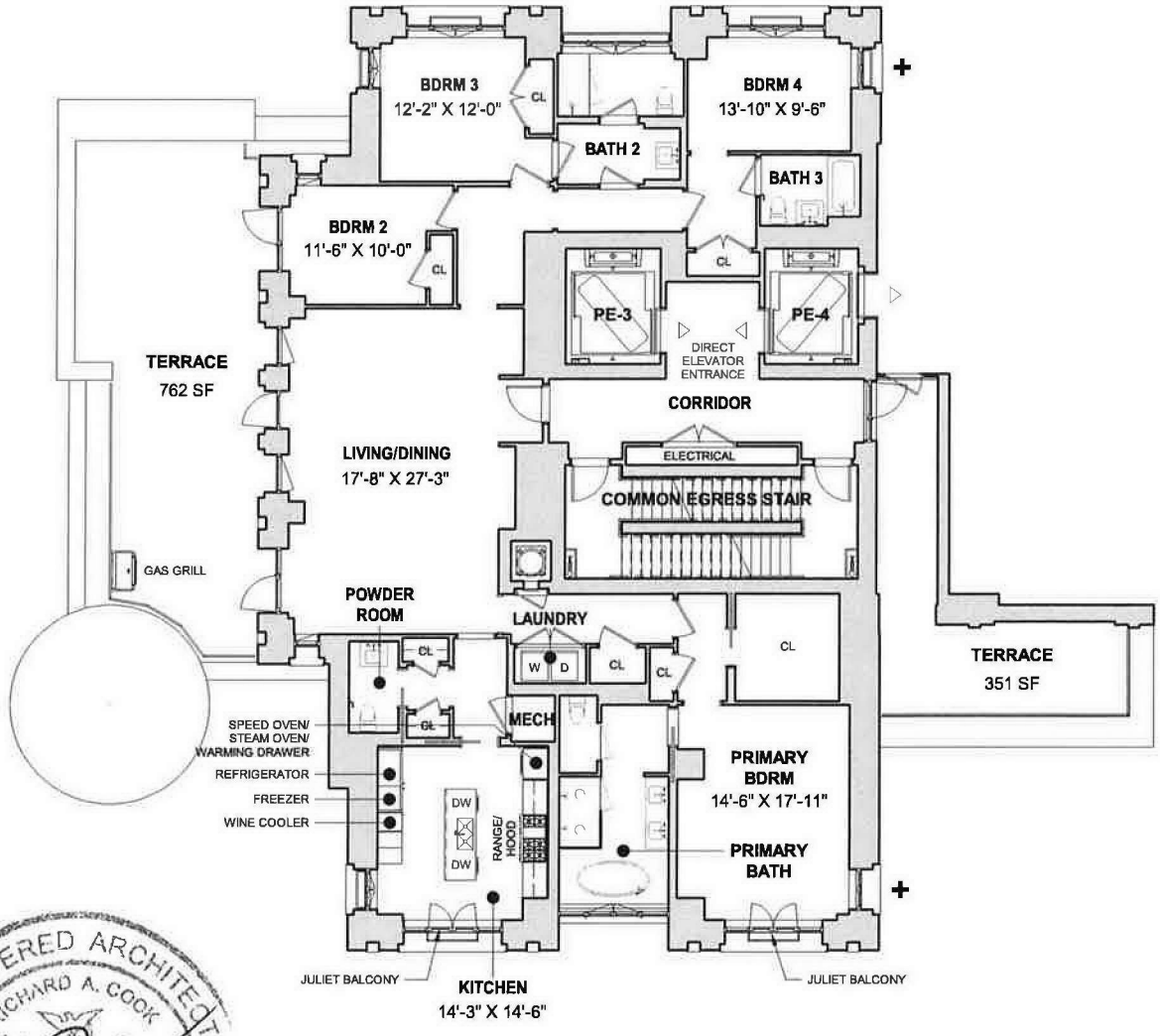
DRAWING NUMBER:
AG-16B

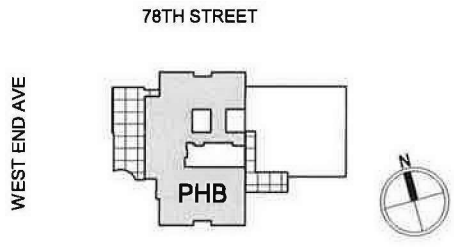
PHB

4 BR / 3.5 BATH

UNIT AREA: 3,220 SF / 299.1 SM

OUTDOOR AREA: 1,110 SF / 103.40 SM





LEGEND:

* LOT LINE WINDOW

\+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE

NEW YORK, NY 10024

PENTHOUSE B

SCALE: 1/16" = 1'-0" 09/16/2020

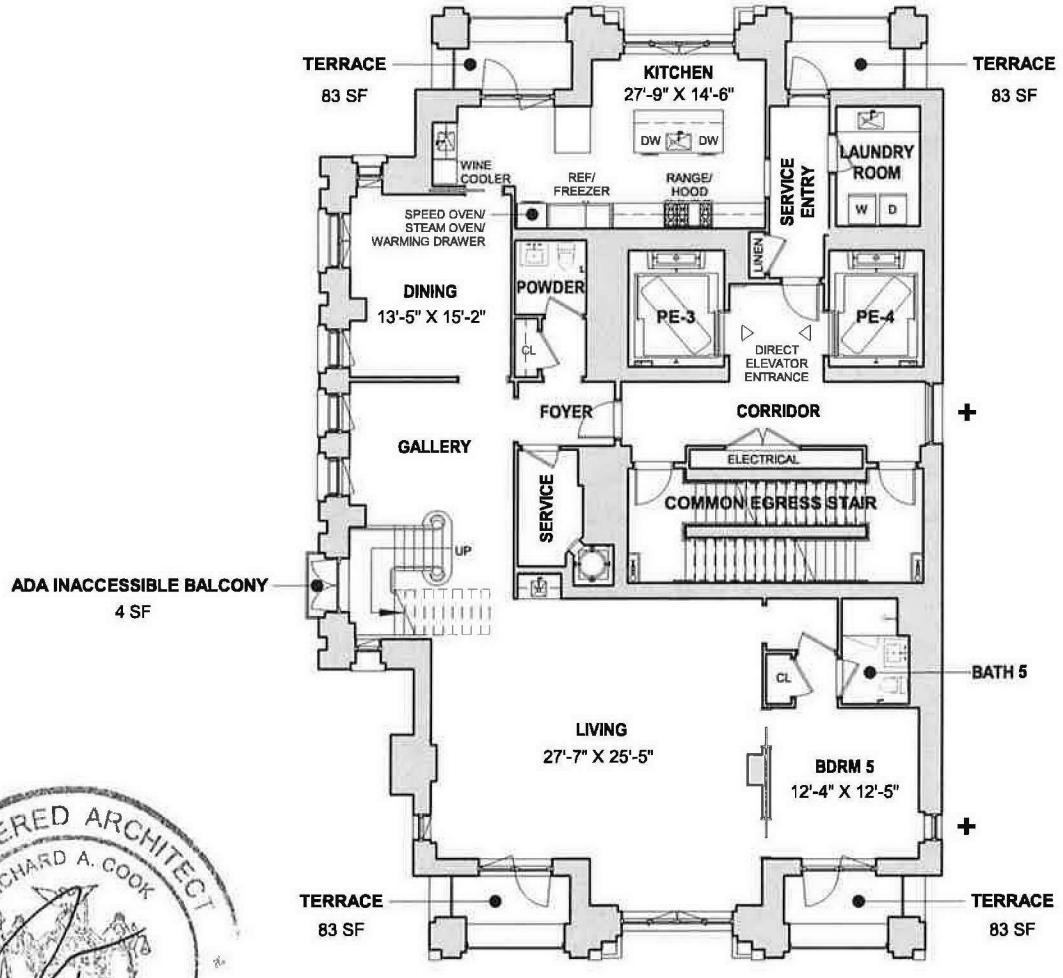
DRAWING NUMBER:

AG-PHB

PHA1

5BR / 5.5 + 0.5 BA

UNIT AREA LEVEL 1 :	**2,822 SF / 262.20 SM**	**OUTDOOR AREA LEVEL 1:**	**336 SF / 31.22 SM**
UNIT AREA LEVEL 2 :	**2,597 SF / 241.30 SM**	**OUTDOOR AREA LEVEL 2:**	**107 SF / 9.94 SM**
UNIT AREA ROOF LEVEL:	**750 SF / 69.64 SM**	**OUTDOOR AREA ROOF LEVEL:**	**891 SF / 82.73 SM**
TOTAL UNIT AREA:	**6,169 SF 573.14 SM**	**TOTAL OUTDOOR AREA:**	**1,334 SF 123.89 SM**



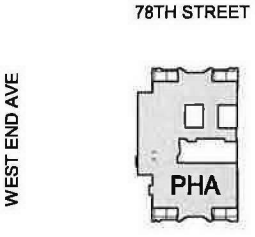
LEGEND:

* LOT LINE WINDOW

\+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
PENTHOUSE A LEVEL 1

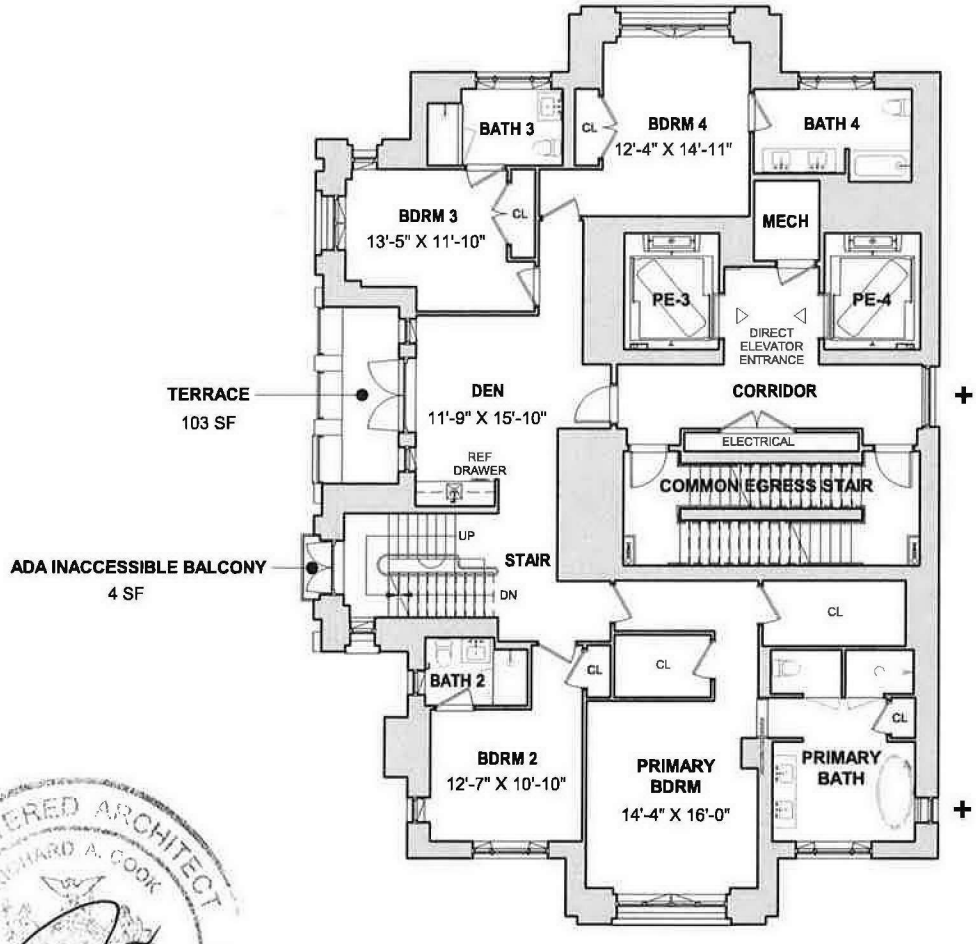
SCALE: 1/16" = 1'-0" 09/16/2020

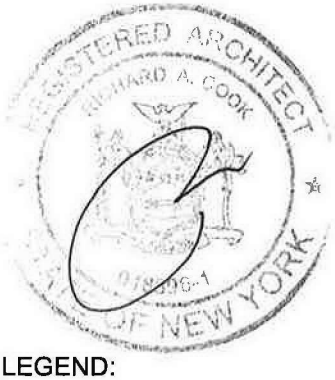
DRAWING NUMBER:
AG-PHA1

PHA2

5BR / 5.5 + 0.5 BA

UNIT AREA LEVEL 1 :	**2,822 SF / 262.20 SM**	**OUTDOOR AREA LEVEL 1:**	**336 SF / 31.22 SM**
UNIT AREA LEVEL 2 :	**2,597 SF / 241.30 SM**	**OUTDOOR AREA LEVEL 2:**	**107 SF / 9.94 SM**
UNIT AREA ROOF LEVEL:	**750 SF / 69.64 SM**	**OUTDOOR AREA ROOF LEVEL:**	**891 SF / 82.73 SM**
TOTAL UNIT AREA:	**6,169 SF 572.31 SM**	**TOTAL OUTDOOR AREA:**	**1,334 SF 123.89 SM**





LEGEND:

* LOT LINE WINDOW

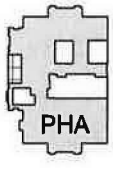
\+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"

WEST END AVE

78TH STREET



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
PENTHOUSE A LEVEL 2

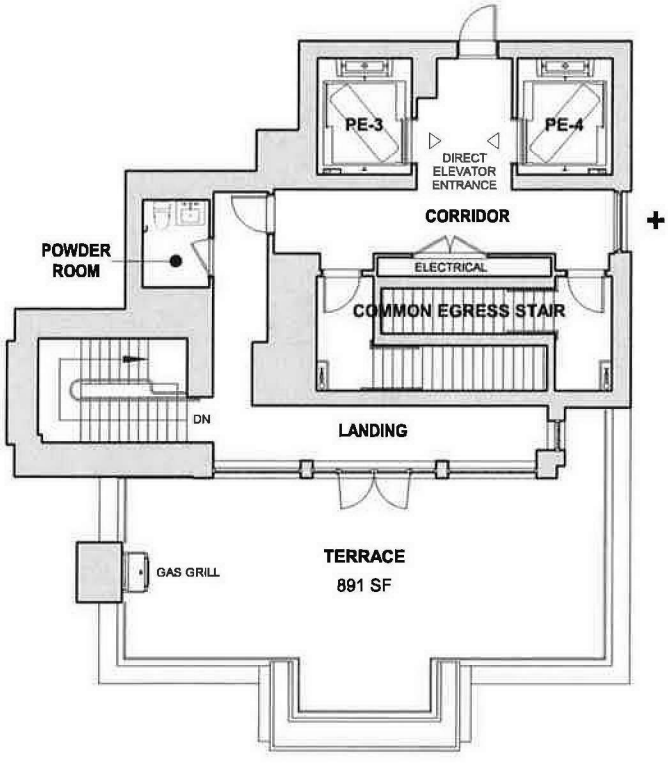
SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-PHA2

PHA ROOF LEVEL

5BR / 5.5 + 0.5 BA

UNIT AREA LEVEL 1 :	**2,822 SF / 262.20 SM**	**OUTDOOR AREA LEVEL 1:**	**336 SF / 31.22 SM**
UNIT AREA LEVEL 2 :	**2,597 SF / 241.30 SM**	**OUTDOOR AREA LEVEL 2:**	**107 SF / 9.94 SM**
UNIT AREA ROOF LEVEL:	**750 SF / 69.64 SM**	**OUTDOOR AREA ROOF LEVEL:**	**891 SF / 82.73 SM**
TOTAL UNIT AREA:	**6,169 SF 572.31 SM**	**TOTAL OUTDOOR AREA:**	**1,334 SF 123.89 SM**



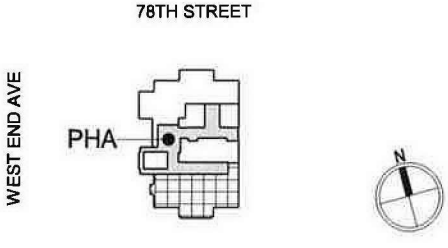
LEGEND:

* LOT LINE WINDOW

+ FIXED WINDOW

0' 8' 16' 32'

1/16" = 1'-0"



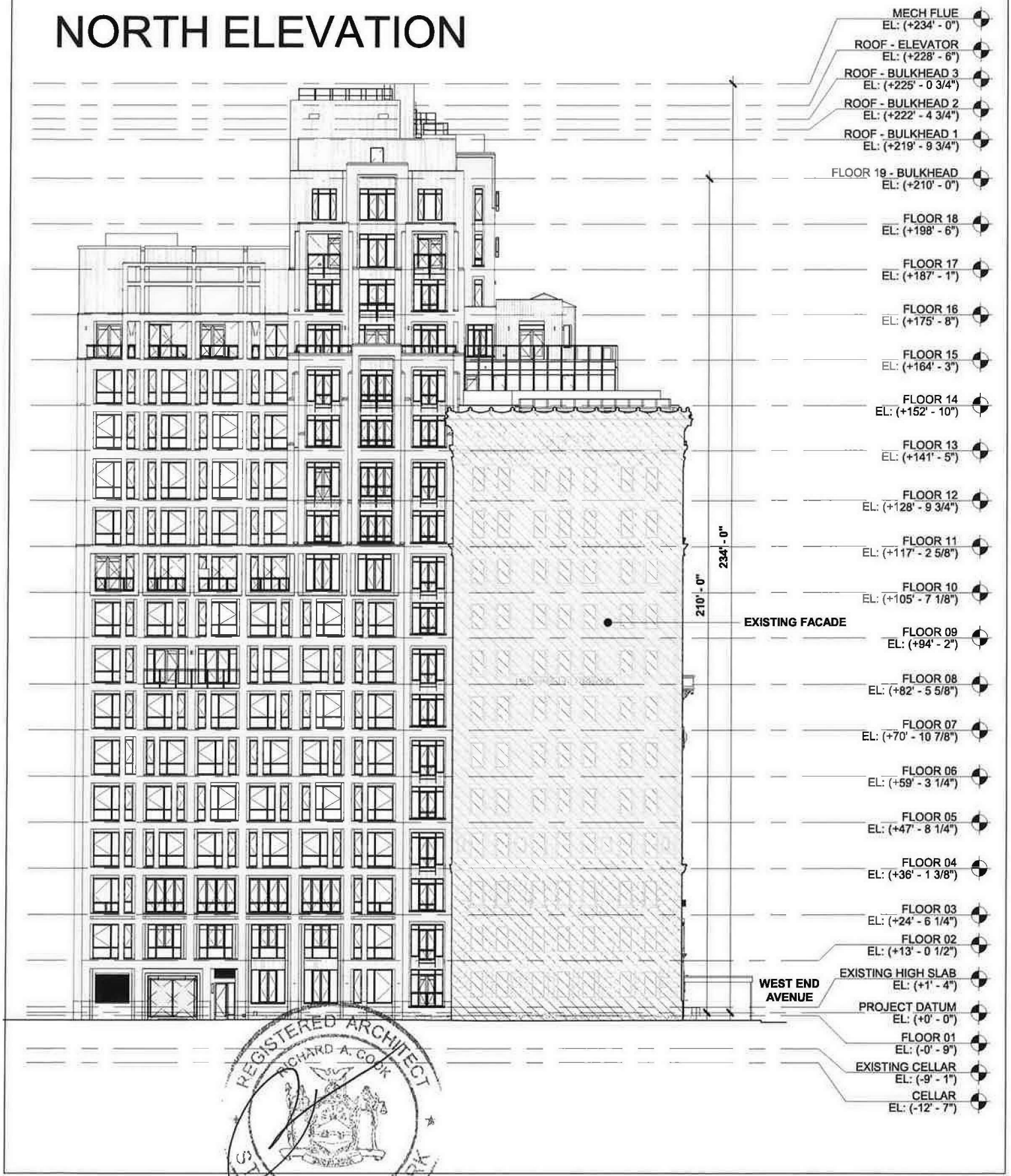
NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
PENTHOUSE A ROOF

SCALE: 1/16" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-PHA-R

NORTH ELEVATION



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

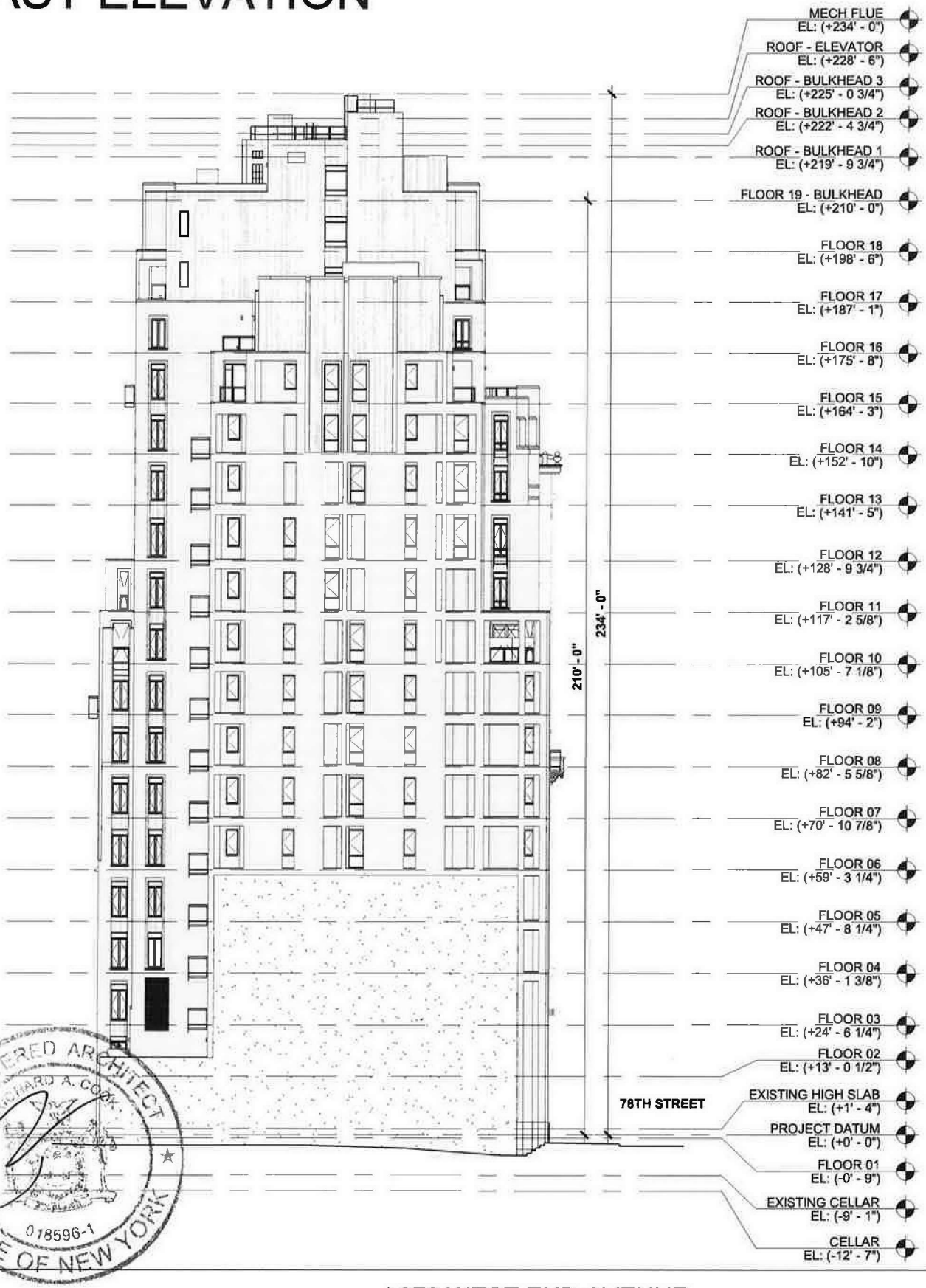
REGISTERED ARCHITECT
RICHARD A. COOK
018596-1
STATE OF NEW YORK

378 WEST END AVENUE
NEW YORK, NY 10024
NORTH ELEVATION

SCALE: 1/32" = 1'-0"
09/16/2020

DRAWING NUMBER:
AG-201

EAST ELEVATION



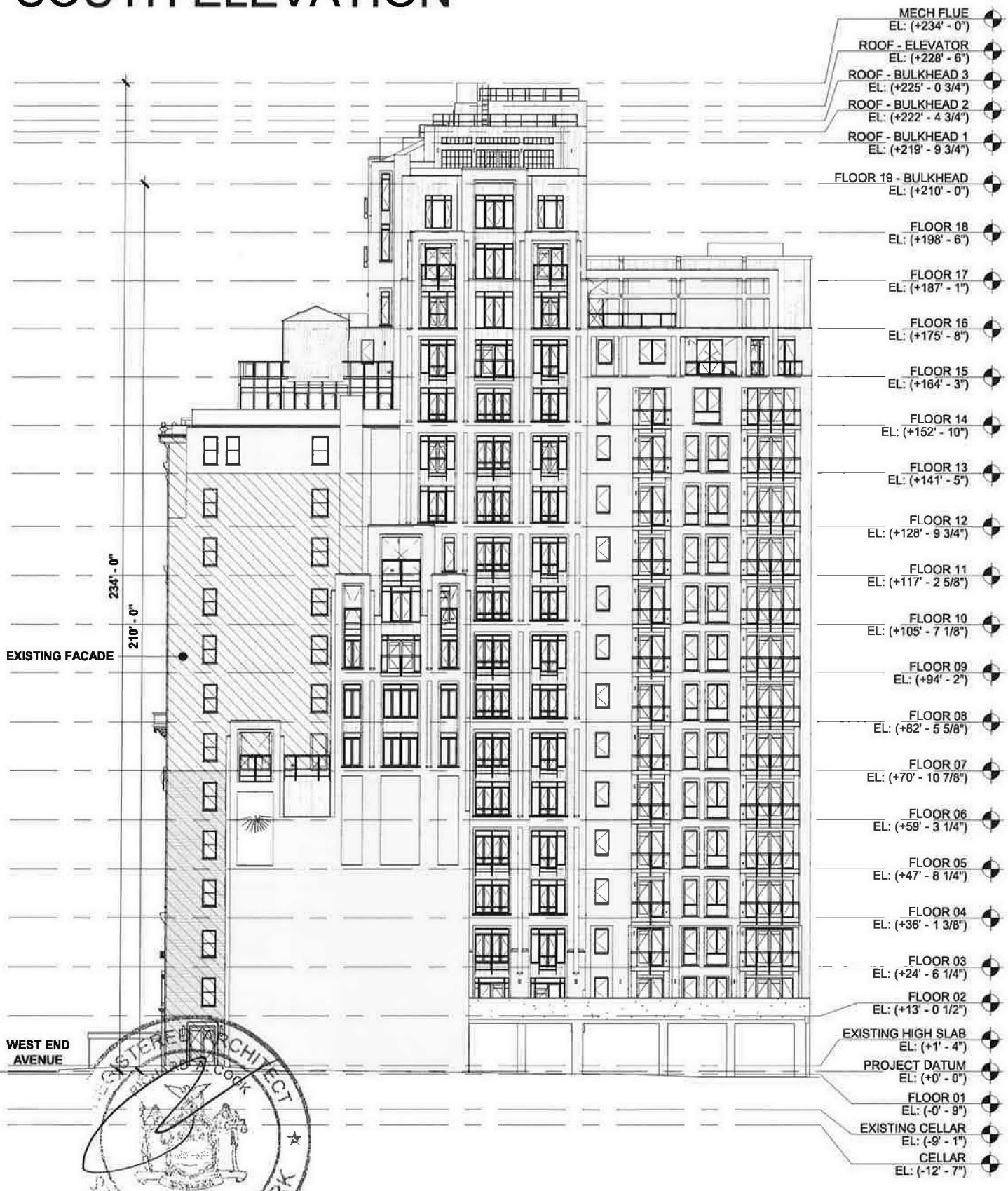
NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
EAST ELEVATION

SCALE: 1/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-202

SOUTH ELEVATION



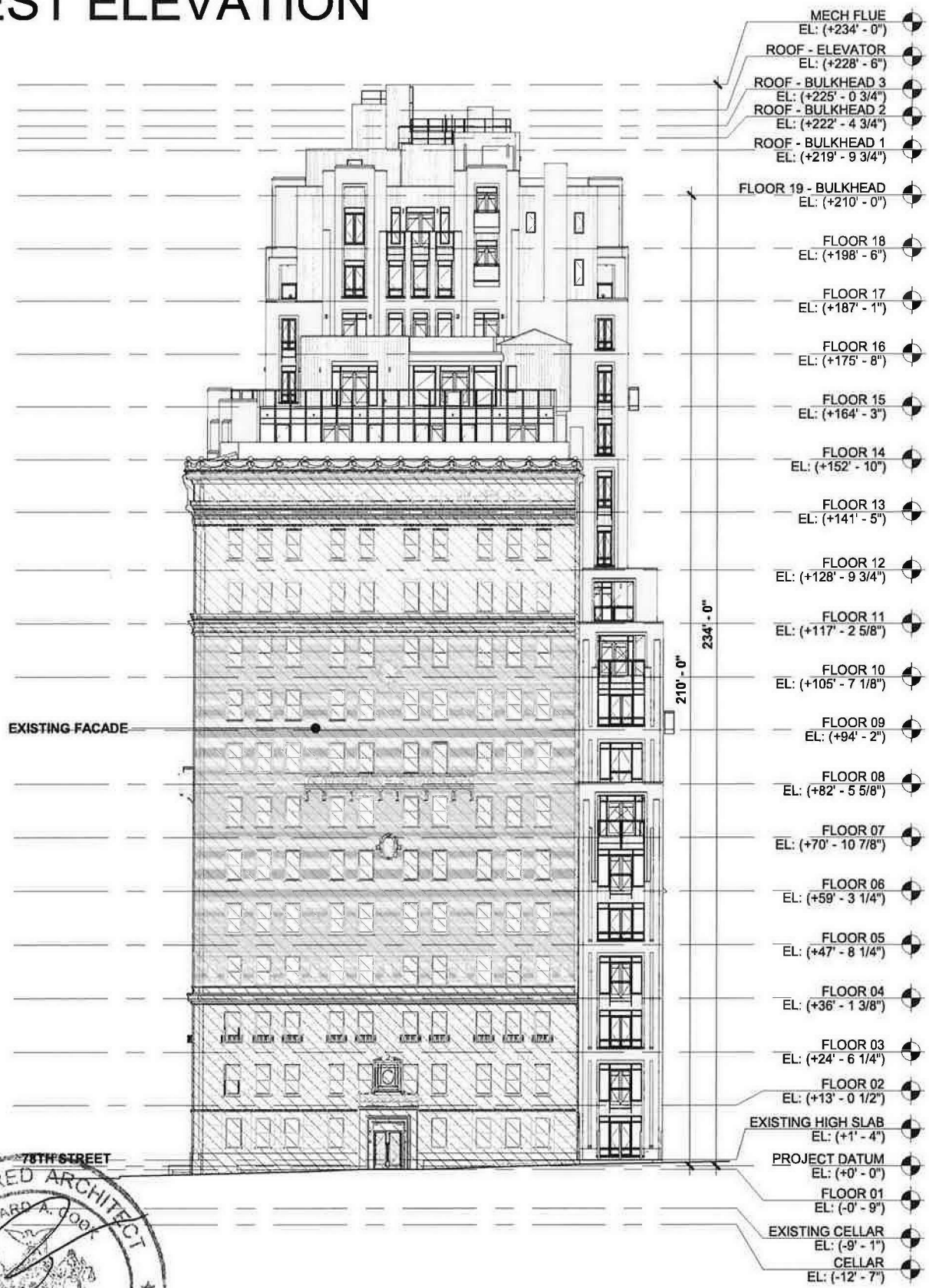
NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
SOUTH ELEVATION

SCALE: 1/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-203

WEST ELEVATION



NOTES:
ALL SQUARE FOOTAGES AND DIMENSIONS ARE APPROXIMATE. SQUARE FOOTAGES MAY EXCEED THE USABLE FLOOR AREA OF THE PREMISES. THE SPONSOR, SELLING AGENT, AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGES WHICH ARE SUBJECT TO CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS MAY CONTAIN MINOR VARIATIONS BETWEEN FLOORS. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. MARKETING FLOORS ARE REFERENCED THROUGHOUT.

378 WEST END AVENUE
NEW YORK, NY 10024
WEST ELEVATION

SCALE: 1/32" = 1'-0" 09/16/2020

DRAWING NUMBER:
AG-204

EXHIBIT "6"

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINUM

378 WEST END AVENUE CONDOMINIUM

378 West End Avenue
New York, New York, 10024

Declarant:

378 WEA OWNER LLC

c/o Alchemy Properties Inc.
800 Third Avenue, 22nd Floor
New York, New York 10022

Block 1169
Lots ____ through _____

Formerly known as Lots 60

Prepared by:

Schwartz Sladkus Reich Greenberg Atlas LLP
444 Madison Avenue
New York, New York 10022

Dated: _____

2233026

TABLE OF CONTENTS

TOC

EXHIBIT A DESCRIPTION OF LAND
EXHIBIT B DESCRIPTION OF UNITS
EXHIBIT C DEFINITIONS
EXHIBIT D BY-LAWS
EXHIBIT E UNIT OWNER'S POWER OF ATTORNEY

DECLARATION

OF

378 WEST END AVENUE CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law

of the State of New York)

378 WEA Owner LLC, a Delaware limited liability company having an office at c/o Alchemy Properties Inc., 800 Third Avenue, 22nd Floor, New York, New York 10022 ("Declarant" or "Sponsor") does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; BY-LAWS

1.1 Submission of Property. Declarant hereby submits the Land (each as hereinafter defined) and the Building (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 (the Land together with the Building constructed and to be constructed thereon are collectively referred to as the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "378 West End Avenue Condominium" (the "Condominium").

1.2 By-Laws. Annexed to this Declaration as Exhibit D and made a part hereof are the by-laws of 378 West End Avenue 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 in accordance with the provisions hereof and thereof governing amendments, are hereinafter referred to as the "By-Laws"; together with this Declaration, the "Condominium Documents"). All capitalized terms which are not separately defined herein shall have the meanings given to such terms in the By-Laws.

ARTICLE 2

THE LAND

The perimeter of the Property described in Article 1 is more particularly described in Exhibit A annexed hereto (the "Land"). Included in the Property described in Article 1 are all that certain tract, plot, piece and parcel of real estate situate, lying and being in the City, County, and State of New York.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 is a building (the "Building") containing in addition to a lobby, hallways, corridors and other service, utility and mechanical areas: (i) fifty-eight (58) Units (collectively, the "Units"), located or to be located on portions of the first through eighteenth floor of the Building; (ii) fifty-eight (58) Storage Units (collectively, the "Storage Units") located in the cellar of the Building; (iii) two (2) storage rooms (collectively, the "Storage Rooms;" the Storage Unit and the Storage Room shall collectively be referred to as the "Storage Areas") located on the first floor of the Building; and (iv) nine (9) parking spaces (the "Parking Spaces") located on portions of the first floor of the Building.

3.1.1 The owner of a Unit is herein called a "Unit Owner" and sometimes, when in such capacity, "Sponsor".

ARTICLE 4

THE BUILDING

The new exterior walls of the Building are or are to be constructed out of concrete masonry unit, and feature various types of finishes, including brick, zinc and/or painted aluminum. The finish at the east lot line wall below the sixth floor will be stucco or exposed concrete masonry unit. The parapet wall bordering the terrace at the southeast corner of the building will feature an exposed waterproofing finish where it faces the south lot line. Lot line walls concealed by the existing adjacent building will consist of exposed concrete masonry unit or cast-in-place concrete structure construction. The existing exterior walls of the Building are multiple-wythe brick walls. The street facing north and west walls feature limestone cladding below the third floor and limestone and terracotta cladding above the eleventh floor.

The Building will have two (2) stories below grade, a floor at grade and rise eighteen (18) stories to approximately 234 feet above the street.

ARTICLE 5

THE UNITS

5.1 The location of the Units are shown on and is governed by the floor plans of the Building certified by Cookfox Architects., filed in the Real Property Assessment Department of The City of New York and intended to be recorded in the City Register's Office simultaneously with the recording of this Declaration (as the same may be amended from time to time, the "Floor Plans"). Exhibit B annexed hereto and made a part hereof sets forth the following supplementary data with respect to each Unit necessary for the further proper identification thereof: Unit designation; tax lot number; direction in which each Unit faces; approximate square foot area; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access; and, subject to Article 11 hereof, the proportionate undivided interest in fee simple absolute (expressed as a percentage) in the Common Elements (the "Common Interest") appurtenant to such Unit.

5.2 Each Unit includes, without limitation, a front entrance door and any other entrance doors to such Unit, flooring and subflooring, wallcoverings, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors, all plumbing, gas and heating fixtures and equipment such as heating, ventilating and air conditioning units (including the fans inside the units), as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit and serving or benefiting only that Unit. Each Unit Owner shall be responsible for (maintaining, insuring (except to the extent of the Board's insurance obligations as set forth in the By-Laws), repairing, replacing, etc.) the Unit as described above and all Facilities and other items of personalty within the Unit. Notwithstanding anything contained in this Article 5 to the contrary, each Unit Owner will have the right, subject to such Rules and Regulations as may be imposed by the Board, 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.

ARTICLE 6

DIMENSIONS OF UNITS

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 side of the exterior walls, at the Building line and/or Property line or at the exterior face of masonry with aluminum/insulated glass windows to the centerline of the interior walls and partitions separating one Unit from another Unit, or the centerline of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. 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. The outdoor floor area of a Terrace/Balcony appurtenant to a Unit was not included in the Unit's indoor floor area. All Terrace/Balcony dimension measurements are measured horizontally from the exterior face of the Unit to which such Terrace/Balcony is appurtenant to the exterior face of the parapets, divider screens and landscaped planters, inclusive of these elements. Where two Terraces/Balconies abut, the measurement is taken to the centerline of the divider screen.

ARTICLE 7

COMMON ELEMENTS

7.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities located or contained therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements are comprised of the General Common Elements and the Limited Common Elements, all of which are described in Sections 7.2 and 7.3 of this Article 7, respectively, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article).

7.2 The general common elements (the "General Common Elements") include those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property, including the Facilities the common use of, or benefit from which, is necessary or convenient for the existence, maintenance, operation or safety of the Units, it being agreed that General Common Elements do not include (i) those areas and items specifically identified as part of a Unit and (ii) Limited Common Elements. More specifically, the General Common Elements include, but are not limited to, the following (whether or not covered by the preceding sentence but subject, with respect to each of the following subsections, to the exclusions contained in the immediately preceding clauses (i) and (ii)):

7.2.1 The Land (as more particularly described in Exhibit A attached to this Declaration), together with all, and subject to, the easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration).

7.2.2 The façade of the Building, all foundations, foundation walls, exterior walls/wall and façade systems, the main roof at the top of the Building and other roofs (except as otherwise expressly provided in this Declaration), structural elements, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings.

7.2.3 All passages and corridors, mechanical and other utility rooms, all common staircases and fire staircases, landings and stairs, areas and spaces located in the Building.

7.2.4 The lobby, entrance(s) and exit(s) located on the first floor.

7.2.5 The four (4) passenger elevators: PE1 and PE2 connecting the cellar floor through the twelfth floor and PE3 and PE4 connecting the sub-cellar through the roof, and all of which service the Units and the Unit Owners, in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities.

7.2.6 All amenity areas on sub-cellar, cellar, and first floor designated as an amenity area, including, but not limited to, the garden terrace, fitness room, pool and the pool equipment room, package room, music room, the wellness lobby, club room, pet grooming room, children's room, reading room, powder room, basketball court, squash court, sports simulator room, and bicycle storage, as more particularly shown on the Floor Plans.

7.2.7 Smoke detection alarm system, telephone system and cable television system; boiler room and the boilers and related support structure(s); hot water and condenser water systems.

7.2.8 All security monitors and equipment and other security facilities serving or benefiting only the Units and the Unit Owners.

7.2.9 The staircase space (including their respective floors, ceilings and enclosing walls) serving or benefiting only the Units and the Unit Owners.

7.2.10 Any ventilation supply system consisting of motors, ductwork, fans and controls return piping, serving or benefiting the Units.

7.2.11 All Building life-safety systems and components including, without limitation, central control panels or stations, serving or benefiting the Units.

7.2.12 All mechanical equipment and associated piping and controls, serving or benefiting the Units.

7.2.13 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, serving or benefiting the Units.

7.2.14 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing hot and cold water, including pumps, valves, pressure reducers, meters and water heaters, serving or benefiting the Units.

7.2.15 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), serving or benefiting both the Units.

7.2.16 All electric service rooms, gas and water meter rooms, fire pump rooms, building storage rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting the Units.

7.2.17 The areas where the Storage Areas and the Parking Spaces are located.

7.2.18 All other Facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) serving or benefitting or are necessary or convenient for the existence, maintenance, operation or safety of the Units.

7.2.19 All other parts of the Property either existing for the common use of the Units or that are necessary or convenient for the existence, maintenance, operation or safety of the Units.

7.3 The limited common elements (collectively, the "Limited Common Elements") consist of those portions of the Property designated on the Floor Plans as "Limited Common Elements" and also those Common Elements which serve or benefit exclusively only a portion of a particular Unit, in either case whether or not designated as a Limited Common Element (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Limited Common Elements include, without limitation, the following:

7.3.1 Any Terrace/Balcony either appurtenant or designated to a particular Unit (it being agreed that the benefitted Unit Owner shall have the responsibilities with respect thereto as are set forth in the By-Laws).

ARTICLE 8

USE OF UNITS AND COMMON AREA

8.1 **Use of the Units.**

8.1.1 General. As more particularly set forth and described in the By-Laws, except as otherwise herein and in the By-Laws expressly provided, the Units (other than an Unsold Unit) may only be used for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation. 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). Units 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 (i) 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 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, Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, 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 Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

8.1.2 Unsold Units. Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, Unsold Units may be used for any lawful purpose by the Sponsor. Without limiting the foregoing, Sponsor (and its designee or assigns) may, without the permission of the Board or any other Person, use or grant permission for the use of any Unsold Unit as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject to compliance with applicable Legal Requirements and the Condominium Documents as to any such use. As used in the Condominium Documents, "Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of its designees or assigns as the holder of one or more Unsold Unit(s); any Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage.

8.2 Storage Areas. The Storage Areas may be used only by occupants of the Units and only for storage of the personal effects of the owners or tenants thereof, provided that no article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants of the Building, or that shall cause the dissemination of noxious odors, dirt or other sanitary problems or otherwise create a nuisance, and in all such cases in accordance with Legal Requirements, shall be permitted to be brought into or stored in any Storage Area. The use of thereof shall be further subject to the provisions of the By-Laws.

8.3 Parking Spaces. The Parking Spaces may be used only by occupants of the Units and only for storage of such occupant's automobile. No articles or materials which would pose a threat to the health or safety of the Unit Owners or other occupants of the Building, or that cause the dissemination of noxious odors, dirt or other sanitary problems or otherwise

create a nuisance or environmental condition shall be permitted to be brought into or stored in the Parking Space. The Parking Space shall be further subject to the provisions of the By-Laws.

8.4 Use of Common Elements. (a) Except as otherwise provided in the By-Laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; (ii) the Common Elements may not be used for any unlawful use or in violation of the Condominium Documents; and (iii) Terraces/Balconies may be used only for purposes commensurate with the uses permitted of the Units to which they are appurtenant, except no furniture, planters, or plants are to be placed or stored on any Balcony that is a juliet balcony.

(b) Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

(c) No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. All Legal Requirements relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation pursuant to the By-Laws or this Declaration to maintain or repair such portion of the Property.

ARTICLE 9

CHANGES TO UNITS

9.1 Unsold Units. Notwithstanding anything to the contrary in Article 6 of the By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Legal Requirements, Sponsor and any other owner of an Unsold Unit shall have the right, at any time and from time to time, without the vote or consent of the Board, any Unit Owner or other Person, to: (a) make alterations and/or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Unit(s) as the case may be; (b) change the use (subject to compliance with all Legal Requirements, 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; (c) 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 into any such Unit or Units the use of any portion of the General Common Elements adjacent or appurtenant thereto (but only to the extent that such General Common Elements are not required to be maintained as General Common Elements based upon such Alterations); (d) 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; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the

preceding clauses (b), (c) and (d) their Common Interest; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Unsold Units (or other Units) owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (iii) Sponsor or such other owner of an Unsold Unit, as the case may be, shall comply with all Legal Requirements and shall agree to defend and hold the Board and all other Unit Owners harmless from any liability arising therefrom. Sponsor or such other owner of an Unsold Unit, as the case may be, shall have the absolute right, without the consent of the Board or any other Unit Owner or other Person, to amend, or amend and restate (and/or cause the Board to amend, or amend and restate) the Declaration, the By-Laws, the Floor Plans and any other applicable documentation to reflect the changed, subdivided or combined Unsold Units and any reapportioned Common Interest of same, and to make such other changes to the Condominium Documents and the Floor Plans as Sponsor or such other owner of an Unsold Unit, as the case may be, shall deem necessary or appropriate in connection therewith.

9.2 Residential Units Generally Subject to this Declaration (including, without limitation, Section 9.5 below) and the By-Laws, the Unit Owner(s) of one or more Residential Units (other than Unsold Residential Units), with the express written consent of the Board, which consent shall not be unreasonably withheld, may be given, with respect to its Unit(s), the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Residential Units, including, without limitation, the right to change, combine, subdivide and/or otherwise reconfigure two (2) or more adjacent Units owned by such Unit Owner.

9.3 Consents. Subject to the next sentence below, the provisions of Sections 9.1 and 9.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Sponsor or any other owner of an Unsold Unit. Wherever the consent, approval or satisfaction of Sponsor (as the owner of any Unsold Unit(s)) or the owner of any Unsold Unit(s) is required under the Condominium Documents, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Units and the permanent certificate of occupancy for the Building has been issued.

9.4 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Unit(s), at the election of Sponsor, by Sponsor, the managing agent of the Condominium or any other Person reasonably acceptable to the Board; and (b) in the case of any other Unit(s) by the managing agent of the Condominium or any other person reasonably acceptable to the Board.

ARTICLE 10

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or the Board. The Condominium and the Board shall each notify the Secretary of State of the address to which a copy of any process received should be mailed.

ARTICLE 11

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor space of the Units, 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

ARTICLE 12

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or (c) any encroachment shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration or repair made to the Common Elements in accordance with the terms of the Condominium Documents by, or with the consent (when required by the Condominium Documents), of the Board, or made by Sponsor or its designee, as the case may be, or (iii) any alteration or repair of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or 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 (or during any period in which it is being rebuilt or restored, in accordance with the By-Laws, following any such fire or other casualty, taking or eminent domain proceeding); provided that in the case of any such encroachment described in subparagraph (c) (ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes. Nothing contained in this Article 12 shall diminish or vitiate the obligations of the Sponsor, the Board or any Unit Owner, as the case may be, with respect to repairs and alterations in accordance with this Declaration and the By-Laws and, with respect to the Units, the Rules and Regulations.

ARTICLE 13

FACILITIES AND ALL OTHER COMMON ELEMENTS

13.1 Except as may otherwise be expressly set forth herein or in the By-Laws, each Unit Owner shall have, and is hereby granted, in common with all other Unit Owners, an easement to use any and all General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement.

13.2 Each Unit Owner will have, in common with all other Unit Owners, an easement for the use (subject to Section 14.2 below) of the General Common Elements and any Facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain as necessary, such Unit Owner's Unit.

13.3 Each Unit shall be subject to an easement in favor of the Board, on behalf of all Unit Owners, to use, operate, maintain, repair, Alter and rebuild all Common Elements located in such Unit or elsewhere on the Property; to correct any conditions originating in such Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; to read, maintain or replace utility meters relating to the Common Elements, such Unit or any other Unit in the Building; or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit. In addition, Sponsor (or its designee) and the Board shall have the right to erect scaffolding on or about the Property (including upon any of the Terraces/Balconies), which scaffolding must be adequately lighted, for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements. The cost of any scaffolding erected by the Board with respect thereto shall be a Common Expense borne by the Unit Owners pro rata in accordance with their Common Interests. The Board and/or Sponsor shall not have the right to erect any Signs on the scaffolding except to the extent required by applicable Legal Requirements. The Board and any managing agent, manager and other persons authorized by the Board shall have a right of access to each Unit and any Limited Common Element appurtenant to any Unit, whether exclusive or not (and such is hereby granted) to inspect the same or remove violations of applicable Legal Requirements against any part of the Property; to cure defaults by the owner of such Unit under the Condominium Documents or, with respect to the Units, the Rules and Regulations; to perform maintenance, alterations or repairs to the mechanical, plumbing or electrical systems or other portions of the Common Elements (including, without limitation, all Limited Common Elements) contained therein or elsewhere in the Property; or to correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

ARTICLE 14

EASEMENTS

14.1 Each Unit Owner shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, repair, alter and rebuild the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on

any Unit or the Common Elements resulting from the permitted repair, alteration or rebuilding, of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of all of the foregoing easements shall be exercised in accordance with Section 14.13 and Section 14.14 hereof.

14.2 Each Unit Owner of a Unit with a Terrace/Balcony shall have an easement for the exclusive use of such Terrace/Balcony, which use shall be subject to the terms and conditions of the Condominium Documents. Each Terrace/Balcony (and the Unit to which such Terrace/Balcony is appurtenant or designated) shall be subject to the easement(s) in favor of Sponsor and the Board as set forth herein.

14.3 Each Unit Owner (and the Permitted Users of such Unit) shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress and egress to and from its Unit, and, to the extent reasonably necessary, for the use of any Common Element, in either case to the extent necessitated by an emergency (excluding all Limited Common Elements). The Units shall each be subject to such easement.

14.4 Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

14.5 Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Limited Common Elements), and the Board grants an easement over and through the General Common Elements: (a) in the case of the Unit Owners, to the Board for the purpose of (and to the extent reasonably necessary for) maintaining, repairing, altering, preventing or minimizing damage to and causing to be in compliance with Legal Requirements such granting Unit Owner's Unit, the Limited Common Elements, if any, appurtenant to its Unit; (b) in the case of the Board and the Unit Owners, to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, repairing, altering, preventing or minimizing damage to and causing to be in compliance with Legal Requirements any portions of the grantee Unit Owner's Unit and any appurtenant Limited Common Elements; (c) to each Unit Owner, and to each Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, repairing, altering, preventing or minimizing damage to and causing to be in compliance with Legal Requirements any Common Elements or other facilities located in or only readily accessible through such granting Unit Owner's Unit or Limited Common Elements, if any, which serve other Units (including, without limitation, reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building); (d) to the Board (only to the extent permitted under the other provisions of the Condominium Documents) for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to the Board for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; and/or (f) to the Board for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the By-Laws, or

correcting any conditions originating in such Unit Owner's Unit or General Common Elements or Limited Common Elements and threatening the health, safety and welfare of the occupants of, or the property located within, another Unit or all or any part of the Common Elements).

14.6(a) Sponsor (or its designee or assigns) and its successors and assigns, shall, to the extent permitted by applicable Legal Requirements, have an easement to erect, maintain, repair and replace, from time to time, one or more signs, flags, posters, banners, canopies, awnings, blade signs and/or similar fixtures (all the foregoing, "Signs") on the Property, including without limitation, on the exterior of the walls of the Building for the purposes of advertising the sale or lease of any Unsold Unit, and/or the operation of any business of a tenant or occupant of all or any portion of any Unsold Units, as the case may be. Materials used to construct any Sign erected by Sponsor shall be compatible in color to the façade of the Building to which it is or will be attached (provided however, such requirements shall not limit or restrict the color, materials or content of the identification or advertising portions of any such Sign). No Signs pursuant to this Section 14.6(a) shall be neon, blinking, or flashing or, with respect to exterior Signs only, back-lit (however, interior Signs may be back-lit and exterior Signs may be illuminated).

14.7 Each easement and other right granted under this Article 14 shall be deemed to permit the benefited party's/ies' Permitted Users (and, in the case of a grant to the Board, the Managing Agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

14.8 Any grant of an easement "on", "over", "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

14.9 Sponsor and/or its designee (and their respective successors and assigns) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, 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 the roof of the Building that is not occupied as of the date hereof for any other Building installations and that is not designated a Limited Common Element for the exclusive use of a particular Unit Owner; 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 and/or its designee under any lease, license or other right of use granted by Sponsor and/or its designee with respect to the roof or the aforesaid mechanical equipment room shall be the obligation solely of the owner of Sponsor and/or its designee and not of the Condominium and any rights of Sponsor and/or its designee, 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/or its designee and not of the Condominium. In connection with such easements and

related rights, Sponsor and/or 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 each be subject to such easement. The word "utility" or "utilities" as used in this Section 14.9 shall be deemed to include fiber optic cable and other communications liens, wires, cables and conduits.

14.9.1 Each Unit Owner grants a right of access to its Unit and, in the case of a Unit, any Limited Common Elements appurtenant thereto, and the Board shall grant rights of access to the General Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations as may be set forth in the Offering Plan, provided that access thereto shall be exercised by such party, with respect to any Unit or Limited Common Element, in such a manner as will not unreasonably interfere with the use of the Unit or Limited Common Element for its or their permitted purposes.

14.10 Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) shall have the right from the date hereof to use, without charge and in compliance with the Condominium Documents, portions of the Building, including the Common Elements, such as amenity areas, for a variety of purposes, including, but not limited to, exhibitions, events and/or promotional functions. The use by Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) of any area referenced in this Section 14.10 shall not unreasonably interfere with the use of the same areas by Unit Owners, shall be subject to any conditions or rules promulgated by the Board regarding the same, and such right shall exist until the later of (a) the date the last Unit is sold by the Sponsor or its designee(s) to a Purchaser or (b) the date the Board has paid off and satisfied the Sponsor financing on the Superintendent's Unit.

14.11 Intentionally deleted.

14.12 Any easements granted to Sponsor, the Board, any Unit Owner or other party under these Condominium Documents may, with the authorization of such Person, be exercised on such easement-holder's behalf by such person's Permitted Users, to the extent reasonably necessary to effectuate the purpose for the easement (e.g., maintenance or repair of a Unit), provided such easement or right of access shall be exercised in such manner as shall not unreasonably interfere with the use of Units for their permitted purposes. "Permitted User(s)" refers to any employee or agent (including managing, sales and leasing agent), contractors and subcontractors, a Permitted Mortgagee, tenant, subtenant, occupants, licensee or any other Person designated by any of Sponsor, the Board or a Unit Owner who has such right.

14.13 All easements and other rights granted pursuant to Article 13 hereof and this Article 14, as the case may be, shall be exercised by the party or parties entitled to exercise such easements or rights of access (the "Exercising Party") in such a manner as will not unreasonably interfere with the normal conduct of business of a Permitted User or with the use of the Units for their permitted purposes (provided that no Exercising Party shall be required to access a Unit at such times that require the Exercising Party to

employ contractors or other persons at overtime rates). Any access made pursuant to the easements granted in Article 13 hereof and this Article 14, as the case may be, shall be permitted upon written notice given by the Exercising Party to the Owner of the applicable Unit or to the Board (and shall be given to both the applicable Unit Owner and the Board to the extent the Board must exercise, on behalf of a Unit Owner, any such access in accordance with Article 13 hereof and this Article 14) (which notice shall specify the reason for any such access), not less than five (5) Business Days prior to such access (except to the extent provided in Section 13.3 hereof), except that no notice shall be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building, or property contained therein, or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner or tenant is present (it being agreed that the Exercising Party, however, shall give notice of any such access as soon as is reasonably practicable thereafter given the nature of the emergency).

14.14 Any dispute by and among any Unit Owners and/or the Board as to the nature, scope or interpretation of the easement and rights granted in Article 13 and Article 14 hereof shall be resolved by Arbitration.

14.15 Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 15

POWERS OF ATTORNEY

15.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine): (a) to acquire or lease on behalf of all Unit Owners any Unit, together with its Appurtenant Interests (as hereinafter defined), from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as shall be approved by the Board in its reasonable discretion; (b) to acquire on behalf of all Unit Owners any Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same to the Board; (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as the attorneys-in-fact deem reasonably proper, in the name of the 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 Common 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 the attorneys-in-fact may determine; and (d) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any applicable Legal Requirements, or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the

Common Elements which the Board, in its reasonable discretion, deems necessary or appropriate.

15.2 Each Unit Owner shall grant to Sponsor a power of attorney to amend, or amend and restate, this Declaration and to effectuate the rights granted to Sponsor under the Condominium Documents and, with respect to Unit Owners only, under any Offering Plan.

ARTICLE 16

ACQUISITIONS OF UNITS BY THE BOARD

16.1 If (a) any Unit Owner surrenders his or her Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in the Common Elements and any other assets of the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Board or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. 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 interests in the Common Elements.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and, with respect to the Units, the Rules and Regulations (true copies of which are annexed hereto and made a part hereof), including, without limitation, the provisions of this Article 17 and of any Rules and Regulations as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and, with respect to the Units, the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the this Declaration, the By-Laws and, with respect to the Units, the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such

provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

17.2 If any provision of the Condominium Documents is invalid under, or would cause the Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from the Condominium Documents, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of the Condominium Documents, 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 Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from the Condominium Documents, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

17.3 Subject to the provisions of Section 17.2, if the Condominium Documents are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of the Condominium Documents shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of the Condominium Documents, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 18

AMENDMENTS OF DECLARATION

Article 13 of the By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 19

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of at least sixty-seven percent

(67%) the Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such net proceeds all liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 20

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 22

CERTAIN REFERENCES

22.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

22.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

22.3 The term "Sponsor" means Sponsor, the holder(s) of any Unsold Unit or its or their designee(s) and assign(s).

22.4 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 23

SEVERABILITY

Subject to the provisions of Sections 17.2 and 17.3, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this

Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

ARTICLE 24

COVENANT OF FURTHER ASSURANCES

24.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sub lessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24.2 If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner or party is required to take pursuant to this Declaration and such failure continues for an additional ten (10) day period following receipt of a second (2nd) written request therefor (together with written advice that the requesting party shall be entitled to take action upon the recipient's failure or refusal to perform) then the Board is hereby authorized as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

24.3 If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which the Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

ARTICLE 25

NAME OF CONDOMINIUM AND BUILDING

The Condominium and the Building shall be designated and known as "378 West End Avenue Condominium." Sponsor (or its designee) shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. Sponsor (or its designee) shall have the right, without the consent of the Board, Declarant or any other Unit Owner, to change or assign the name of the Condominium

and/or the Building. For the avoidance of doubt, Declarant and/or any other Unit Owner shall not have the right to change or assign the name of the Condominium and/or the Building. In addition, Sponsor shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Sponsor (or its affiliate(s)) as the Sponsor of the Condominium and/or development of the Property, together with such other information as Sponsor (or its designee) determines in its sole discretion.

ARTICLE 26

DEVELOPMENT RIGHTS

The Declarant is retaining any unused zoning or development rights and the right to sell any such rights or develop them as the Declarant may deem advisable. If the applicable provisions of the Zoning Resolution change in the future, such changes may generate additional transferable excess development rights ("Excess Development Rights") which will not be included in the Property and shall be the exclusive property of the Declarant. The Declarant cannot represent the amount of transferable Excess Development Rights that could result from such changes. Neither the Board nor any Unit Owner (other than the Declarant or its designee) shall have any right or interest in any Excess Development Rights. If any Excess Development Rights are transferred to an adjoining premise, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

ARTICLE 27

SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of some or all then Unsold Units. Subject to the foregoing, Sponsor or its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, sale, lease, assignment or otherwise. The rights and/or obligations of the Unit Owners or their designees as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of such Unit Owners or their designee(s). Notwithstanding anything to contrary contained in the By-Laws, subject to the foregoing, any Unit Owner or its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, sale, lease, assignment or otherwise.

ARTICLE 28

NON-RECOURSE

Except as otherwise expressly provided in this Declaration, the By-Laws or, with respect to the Units, the Rules and Regulations, in no event shall the Declarant or any member or any officer of the Board, or any partner, member, shareholder, employee, director, officer, manager, agent or affiliate, beneficiary, trustee or any heir, legal representative or successor or assign of any of

foregoing, in any such case have any personal liability for the payment or performance of the duties or obligations contemplated by this Declaration, the By-Laws or, with respect to the Units only, the Rules and Regulations.

ARTICLE 29

REGISTERED MORTGAGEES

Declarant or Unit Owner who mortgages their respective Units shall notify the Board of Managers of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. Any mortgagee for whom the Board of Managers has received the foregoing notice from Declarant and Unit Owner shall be referred to herein and in the By-Laws as a "Registered Mortgagee." The mortgage lien of any mortgagee of a Unit shall automatically be subordinate to the terms and provisions of the Declaration and By-Laws, and any such mortgage that fails to provide for such subordination shall nonetheless be deemed to provide for such subordination. Although no further instrument shall be required to effectuate such subordination, each mortgagee of a Unit, by accepting such mortgage, agrees to execute and deliver any instruments and documents requested to be executed and delivered by the Board of Managers in connection with the confirmation of such subordination, and in the event such mortgagee fails to execute and deliver any such instruments or documents, its acceptance of such mortgage shall be deemed to constitute its appointment of the Board of Managers as its true and lawful attorney-in-fact in its name, place and stead to execute and deliver any such instruments and documents, such power being coupled with an interest. Declarant or Unit Owner who satisfies a mortgage covering its Unit shall also notify the Board of Managers thereof and shall file a conformed copy of the satisfaction of mortgage with the Board of Managers. The Board of Managers shall maintain the information received pursuant to this Section in a book or other permanent record.

The Board of Managers, when giving notice to a Unit Owner of any default in the Unit Owner's payment of Common Charges or of any other failure of a Unit Owner to comply with provisions of the Declaration or these By-Laws, shall also send a copy of such notice to each Registered Mortgagee holding a mortgage encumbering the respective Units of Declarant or Unit Owner, as the case may be.

Neither shall the consent of any mortgagee other than a Registered Mortgagee shall be required to be obtained, nor shall the waiver of consent by any mortgagee other than a Registered Mortgagee be required to be obtained, nor shall any mortgagee other than a Registered Mortgagee have the right to consent to the act or waive its consent to the act of any Unit Owner or the Board of Managers or any other Party or Person in any instance in which this Declaration or any Exhibit to this Declaration (including, without limitation, the By-Laws) contains a provision requiring the consent or a waiver of consent of a Registered Mortgagee or waiving the consent of a Registered Mortgagee. To the extent that Declarant has the right in this Declaration and the Exhibits hereto, to make changes without the consent of any Registered Mortgagee, the Declarant shall have such right without obtaining the consent of any other mortgagee or Person.

The Board of Managers shall accept payment of any sum or performance of any obligation required to be paid or performed by a Unit Owner pursuant to the provisions of this

Declaration or the By-Laws from or by any Registered Mortgagee of such Unit Owner's Unit with the same force and effect as though paid or performed by such Unit Owner.

SIGNATURE PAGE ON FOLLOWING PAGE

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ____ day of _____, 2019.

378 WEA OWNER LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF

378 WEST END AVENUE CONDOMINIUM
378 WEST END AVENUE
NEW YORK, NEW YORK 10024

EXHIBIT B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF

378 WEST END AVENUE CONDOMINIUM
378 WEST END AVENUE
NEW YORK, NEW YORK 10024

DESCRIPTION OF UNITS

EXHIBIT C

378 WEST END AVENUE CONDOMINIUM
378 WEST END AVENUE
NEW YORK, NEW YORK 10024

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) material 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) 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.

"Balconies" shall mean any juliet balcony, balcony or balconies appurtenant to a Residential Unit.

"Building" refers to the structures and improvements including above and below grade segments, known as "378 West End Avenue Condominium" located at 378 West End Avenue New York, New York in which the Units of the Condominiums are located.

"By-Laws" refers to the By-Laws governing the operations of the Condominium.

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

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

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

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

"Common Elements" refers to the General Common Elements and the Limited Common Elements.

"Common Expenses" refers to the costs and expenses incurred or projected in connection with repair, maintenance, replacement, restoration, improvement, alteration and addition of and

to the General Common Elements and in connection with any services or facilities benefiting the Unit Owners.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General 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.

"Condominium" refers to "378 West End Avenue 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 board of managers representing the Unit Owners.

"Consummation of the Plan" shall mean filing of the Declaration of Condominium and the first transfer of title to a Condominium Unit to at least one purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the amendment by the New York State Attorney General's Office.

"Declarant" refers to 378 WEA Owner LLC.

"Declaration" refers to the instrument creating the Condominium, as the same may be amended from time to time.

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

"Equal or Better Quality" refers to comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

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

"Floor Plans" refers 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.

"General Common Charges" refers to assessments payable to the Condominium Board for the purpose of meeting General Common Expenses.

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

"General Common Expenses" refers 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.

"Holder(s) of Unsold Units" shall mean the owner of an "Unsold Unit" (as hereinafter defined).

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

"Legal Requirements" refer to any applicable laws, statutes and ordinances, including, without limitation, environmental laws, and all building codes and zoning ordinances), the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the New York Board of Fire Underwriters (or any successor body to the New York Board of Fire Underwriters) or any public authority or agency having jurisdiction), and the requirements of any insurance policy required to be carried pursuant to these By-Laws, in any case whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof and/or the sidewalks, alleyways, passageways, curbs and vaults adjoining the Property or any part thereof, or to the use or manner of use of the Property by the owners, tenants or occupants thereof.

"Limited Common Elements" refers to those Common Elements which serve or benefit exclusively one or more but not all the Units and/or the Unit Owners including, but not limited to the Terraces/Balconies appurtenant to certain Units.

"Managing Agent" refers to the managing agent or manager of the Building at the time in question. Sponsor, its affiliates and/or principals, is not liable for any acts or decisions made by the Managing Agent with respect to the management of the Building.

"Offeree" refers to (a) Purchasers who have executed and delivered Purchase Agreements for Units and are not in default thereunder, (b) Unit Owners, and (c) any other person or entity who, pursuant to law, is an offeree of the Plan.

"Permitted Encumbrances" refers 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 Purchase 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" refers to the 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, 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.

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

"Property Deed" refers to the deed pursuant to which Sponsor will acquire fee title to the Property.

"Purchase Agreement" refers to the agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

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

"Rules and Regulation" refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

"Superintendent's Unit" refers to the Unit conveyed by the Sponsor to the Condominium and to be used as the residence of the Condominium's superintendent.

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

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

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

"Schedule A" refers to Schedule A, "Purchase Price and Related Information for the Projected First Year of Condominium Operation" set forth in Part I of the Plan.

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

"Signs" refer to signs, flags, posters, banners, canopies, awnings, blade signs and/or similar fixtures.

"Sponsor" refers to 378 WEA Owner LLC, a New York 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.

"Sponsor Control Period" refers to the period during which members of the Condominium Board designated by Sponsor constitute a majority of the members of the Board

which shall end upon the earlier to occur of: (a) the fifth anniversary of the First Closing of title to any Unit by Sponsor; or (b) the closing of title by Sponsor to Units representing more ninety (90%) percent and in aggregate Common Interests of all Units. A board member designated or appointed by the Sponsor, whether or not a principal of the Sponsor, shall not have personal liability based upon the actions and decisions of the Condominium Board made in the due course of business at such time as such person is serving on the Board.

"Superintendent" refers to the manager of the Condominium.

"Terrace(s)" refers to terraces appurtenant to certain Units which are Limited Common Elements.

"Unavoidable Delays" refers to construction delays or 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, any delays in governmental approvals in connection with the construction 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 residence, together with an appurtenant proportionate undivided interest in the General Common Elements. All of such Units are collectively referred to as "Units".

"Unit Owner" refers to any Unit Owner and all of such Unit Owners are collectively referred to as the "Unit Owners".

"Unsold Unit" refers to (a) any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor, its designee, successor or assigns 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 Unit for which there is a signed Purchase Agreement but for which Closing has not yet occurred.

EXHIBIT D

BY-LAWS OF 378 WEST END AVENUE CONDOMINIUM
378 WEST END AVENUE
NEW YORK, NEW YORK 10024

[By-Laws attached on the following page.]

EXHIBIT E
UNIT OWNER'S POWER OF ATTORNEY

Exhibit F

EXHIBIT "7"

CONDOMINIUM BY-LAWS

BY-LAWS

OF

378 WEST END AVENUE CONDOMINIUM

TOC

BY-LAWS

OF

_____

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these By-Laws (the "By-Laws") is to set forth the rules and procedures concerning the conduct of the affairs of the 378 West End Avenue Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 15,657 square feet of land (the "Land") which forms a part of Block 1169, Lot 60 on the Tax Map of the Borough of Manhattan, County, City, and State of New York, the building and other improvements now or hereafter constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith; the Condominium and these By-Laws shall be subject to the provisions of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration"), which will be recorded in the New York County Office of the Register of the City of New York (the "Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Property, are and shall be subject to the Declaration, these By-Laws and, the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration, as the same may be amended from time to time, are accepted, ratified, and will be complied with.

1.3 Principal Office of the Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Board (as hereinafter defined).

1.4 Intentionally Deleted.

ARTICLE 2

BOARD OF MANAGERS

2.1 General Description of the Board.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). The Board shall consist of five (5) persons to be elected by the Unit Owners.

2.1.2 Each member of the Board, except for the First Board (as hereinafter defined), as provided in Section 2.3 and except as otherwise provided herein, shall be elected at an annual meeting of the Unit Owners and shall serve until the expiration of their term in office on the next regularly scheduled annual meeting thereafter. Notwithstanding the expiration of the term of office of a member of the Board, each member shall serve until a successor for such member has been elected and qualified.

2.1.3 Except for any member designated by Sponsor or its designee, all members of the Board must be: (i) individual Unit Owners or Permitted Mortgagees (as hereinafter defined) of Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering a Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Units; (iv) members, managers or employees of a limited liability company owning or holding a Permitted Mortgage; (v) fiduciaries or beneficiaries who are Unit Owners or Permitted Mortgagees of Units (or directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members (as defined in Section 8.7) or spouses of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner or a Permitted Mortgagee of a Unit. Other than Board members designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above. As used herein, the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon in accordance with these By-Laws.

2.1.4 In no event shall any Unit Owner (or its proxy) or another interested party be eligible for election to the Board, and any such Unit Owner (or its proxy) or other party may be removed as a Board member by a majority vote of the other Board members, if such Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid. In addition, no member of the Board (or his or her proxy) may continue to participate as a member thereof after the Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.2 Powers and Duties of Board.

2.2.1 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 Legal Requirements, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners).

2.2.2 Subject to the provisions of subsection 2.2.1 hereof and the remaining provisions of the Condominium Documents, and without limiting the generality thereof (and in addition to all other powers and duties granted to the Board by Legal Requirements, the Declaration or these By-Laws), the Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Condominium, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of the Common Elements, in the condition and otherwise in such a manner that maintains standards of quality, service and appearance which are appropriate for a luxury mixed-use condominium.

(b) The amount of Common Charges and any assessments.

(c) Collection of Common Charges and any assessments from Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, and the provision of the Building services.

(e) Adoption of, and amendments and additions to, the Rules and Regulations (as such term is hereinafter defined).

(f) Purchasing, leasing and otherwise acquiring, in the name of the Board or its designee, on behalf of all Unit Owners, those Units offered for sale or lease by, or Units surrendered by, the owners of such Units to the Board, or those Units with respect to which liens for real estate taxes are being sold.

(g) Purchasing Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Board's lien for unpaid Common Charges), in the name of the Board or its designee, on behalf of all Unit Owners.

(h) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, on behalf of all Unit Owners and subject to the rights of Sponsor with respect to same, preparing, executing and administering Parking Licenses and Storage Licenses and assignments and assumptions thereof.

(i) Making repairs, restorations, additions and improvement to, and alterations and replacements of, the Common Elements.

(j) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Property or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(k) Enforcing obligations of Unit Owners.

(l) Levying fines against Unit Owners for violations of the Rules and Regulations (which fines shall constitute Common Charges payable by the Unit Owners against whom they are levied); provided, however, that no fine for any single infraction shall exceed $250, subject to biannual increases based upon the CPI Increase Factor in effect as of the date of the First Closing (but every day that an infraction continues shall be considered a separate infraction subject to fine).

(m) Maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating the signatories required therefor.

(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith), if the loss is to be adjusted by the Board, as provided in Article 6 hereof.

(o) Borrowing money, at any time, on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations or replacements of, the General Common Elements (and/or Limited Common Elements); provided, however, that: (A) except as provided in Section 8.6, the consent of at least sixty-six and two-thirds (66-2/3%) percent in common interest of all Unit Owners or of all Unit Owners, as the case may be, shall be required for any borrowings for such purposes with respect to the General Common Elements (and/or Limited Common Elements), respectively, if such borrowings are in excess of $100,000 (subject to increase by the CPI Increase Factor) in total any one fiscal year or $250,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior period) at any one time; and (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable Legal Requirements) without the prior written consent of the owner of such Unit; and (C) no Unit Owner other than the Unit Owners shall be liable for the repayment of any such borrowing with respect to the General Common Elements (and/or Limited Common Elements), and the loan documentation in either case shall so provide. In addition to the debt described above, the Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time secured by a lien on the Superintendent's Unit or any other Unit acquired by the Board pursuant to the Declaration and/or By-Laws; provided, however, that no such financing or refinancing 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 interest in the Common Elements. If any sum borrowed by the Board pursuant to the authority contained in this subparagraph 2.2.2(o) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of either all Unit Owners or all Unit Owners (depending on whether the borrowing was made on

behalf of all Unit Owners or only the Unit Owners, respectively), in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit and all loan documentation entered into by or on behalf of the Board shall specifically so provide. The dollar amounts set forth in this subsection 2.2.2(o), and all other dollar amounts referenced elsewhere in these By-Laws, shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor.

(p) Organizing corporations, limited liability companies and/or other entities to act as designees of the Board with respect to such matters as the Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Units acquired or leased by the Board on behalf of the Unit Owners.

(q) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Property or the Condominium which in each case the Board deems necessary or appropriate to comply with the Legal Requirements applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting (x) the Property or the Condominium which the Board deems necessary or appropriate in furtherance of the powers otherwise expressly granted under the Condominium Documents, or (y) a Unit, if the owner of such Unit requests, or under the Declaration or these By-Laws is required to request, that the Board take such action, and (except as otherwise provided in the Declaration or these By-Laws) the Board determines that taking such action is appropriate.

(r) 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, or in connection with any real estate tax exemption or abatement, with respect to all Units for the benefit and on behalf of the Unit Owners, provided, in each case, that all such Unit Owners indemnify the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(s) Commencing, prosecuting and settling litigation.

(t) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.4.

(u) Imposition, increase, decrease or elimination of move-in fees and charges, working capital fund contributions, and transfer fees and/or "flip taxes" payable to the Managing Agent and/or the Condominium, in connection with the sale or lease of a Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Sponsor or its designee or any Units bought, sold or leased by the Board.

(v) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Common Elements.

2.2.3 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration 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, and the Board may employ one or more managing agents and/or managers (individually and/or collectively, the "Managing Agent"), at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to such Managing Agent or manager any powers granted to the Board by these By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h) (k), (l), and (n) through (w).

2.2.4 Notwithstanding anything to the contrary contained in these By-Laws, (including, without limitation, in Section 2.2.2 above) for a period (the "Sponsor Control Period") which shall end upon the earlier to occur of: (a) the fifth anniversary of the First Closing of title to any Unit, by Sponsor, pursuant to a Purchase Agreement as may be set forth in the Plan for the sale of Units at the Condominium filed with the New York State Department of Law (as the same may be filed by Sponsor and amended from time to time, the "Offering Plan" or "Plan"); or (b) the closing of title by Sponsor to Units representing more than 90% in number and in aggregate Common Interests of all Units, the Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements or any Unit (unless required by any applicable laws, statutes and ordinances, including, without limitation, environmental laws, and all building codes and zoning ordinances), the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the New York Board of Fire Underwriters (or any successor body to the New York Board of Fire Underwriters) or any public authority or agency having jurisdiction), and the requirements of any insurance policy required to be carried pursuant to these By-Laws, in any case whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof and/or the sidewalks, alleyways, passageways, curbs and vaults adjoining the Property or any part thereof, or to the use or manner of use of the Property by the owners, tenants or occupants thereof (collectively, "Legal Requirements"); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Building, as may be provided for in Schedule B — "Projected Budget for First Year of Condominium Operation" to be set forth in the Plan; (iv) 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 to be referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium (other than the indebtedness in connection with the Superintendent's

Unit, or unless any such borrowing is approved by the owners of Units representing at least sixty percent (60%) both in number and aggregate Common Interests of all Units); or (vi) exercise any right of first refusal to lease or purchase a Unit. However, the Board may perform any function or take any actions enumerated in subsections (i) through (v) hereinabove, without the consent of Sponsor if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable the Board to comply with any Legal Requirements, or to remedy any notice of violation entered against the Condominium, or to comply with any proper work order by an insurer of the Building, or for the health and safety (but not the general comfort or welfare) of the occupants of the Building. Sponsor may not exercise veto power over expenses described in any such Schedule B, or over expenses required to comply with any Legal Requirements applicable to the Building, or to remedy any notice of violation entered against the Building or to comply with any proper work order by an insurer of the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Closing or whenever the Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner.

2.3 Number and Terms of Office of Members of the Board.

2.3.1 The Board shall consist of five (5) persons to be elected by the Unit Owners (including Sponsor), subject to subsection 2.4.3 below. The Board may not be expanded beyond five (5) members without the prior consent of Sponsor (for so long as Sponsor is entitled to designate at least one Member, as provided for in subsection 2.4.3 hereof), in Sponsor's sole discretion. Prior to the First Annual Meeting, Sponsor shall designate three (3) members of the Board and such Board members shall serve as the "First Board" until the First Annual Meeting.

2.3.2 In accordance with the provisions of and within the time periods set forth in Section 3.1 (and subject to such Section), the First Board shall cause the President of the Condominium to call the First Annual Meeting of Unit Owners. The term of office of the members of the First Board so designated by Sponsor shall expire when the five (5) members to be elected and/or designated at the First Annual Meeting are so elected or designated, as the case may be, and qualified.

2.3.3 The term of office of all members of the Board shall be one (1) year, except for the First Board as set forth in the last sentence of Section 2.3.1 above. At each annual meeting of Unit Owners subsequent to the First Annual Meeting, the Unit Owners (including Sponsor) shall elect, subject to subsection 2.4.3 below, as the case may be, pursuant to the terms of Section 2.4 hereof, Board members to replace the Board members whose terms of office are then expiring, each to serve a term of office fixed at one (1) year. Notwithstanding the expiration of the term of office of a member of the Board or anything contained herein to the contrary, each member of the Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or

otherwise, that a member of the Board (including any member designated by Sponsor, or its designee) may serve until his or her successor shall be elected and qualified.

2.4 Election of Board Members; Rights of Sponsor.

2.4.1 Subject to the terms of subsections 2.4.2, 2.4.3 and 2.4.4, all members of the Board who are to be elected shall be determined by plurality of the votes cast by the Unit Owners (including Sponsor or its designee, for so long as Sponsor or such designee owns at least one Unit) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Unit Owners is present or not required.

2.4.2 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, the Units owned by such Unit Owner and the percentage of Common Interest attributable to each Unit owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.3 Notwithstanding any other provision of this Section 2.4 or of these By-Laws or otherwise to the contrary, at the First Annual Meeting and at all times theretofore and thereafter, Sponsor and/or its designee and/or any owner of Unsold Units shall be able to vote in accordance with its/their ownership of Units and thus may be able to elect members of the Board by virtue of its/their ownership of Units. In addition, at elections of members to the Board held before the expiration of the Sponsor Control Period, the Board shall only have three (3) members. In addition, at elections of members to the Board held after the expiration of the Sponsor Control Period but while Sponsor and/or its designee still owns at least one (1) Unit, Sponsor and/or its designee shall have the right to designate one (1) member of the Board, who may be related to or affiliated with Sponsor, such designee or other Unsold Unit Owner; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining members of the Board. There is no restriction on the right of Sponsor and its designee(s) or any Unsold Unit Owner to vote for members of the Board who are not related to or affiliated with Sponsor or such designee or Unsold Unit Owner; however, after the expiration of the Sponsor Control Period, neither Sponsor nor its designee will designate a majority of the members.

2.4.4 In the event that after notice of an annual meeting of Unit Owners is given to all Unit Owners in the manner prescribed by Section 3.4 of these By-Laws, the Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Board shall fill any resulting vacancies at a special meeting of the Board held for that purpose promptly thereafter, even though the members of the Board present at such meeting may themselves constitute less than a quorum. The Board shall request the Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Board members to have been elected at

such annual meeting, but such expression of preferences shall be non-binding on the Board. Any person so elected by the Board shall be a member of the Board until the next annual meeting of Unit Owners, when a successor shall be elected for the remainder of the term.

2.5 Resignation and Removal.

2.5.1 Any member of the Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these By-Laws to the President or Secretary of the Condominium and, with respect to members of the Board designated as such or elected by Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any member elected by the Board pursuant to the terms of Sections 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Unit Owners (as hereinafter defined.) Any member who was designated or elected as such by Sponsor (or its designee), in Sponsor's capacity as a Unit Owner, pursuant to the terms of Sections 2.4 or 2.6, may be removed from office (x) for cause, by a Majority of Unit Owners and (y) without cause, only by Sponsor (or its designee). In the event of any removal described in the previous sentence, whether with or without cause, Sponsor (or its designee) shall have the sole right to designate the replacement of the member which had been designated or elected by Sponsor (or its designee). Any Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Unit Owners at which such removal is to be considered.

2.6 Vacancies on Board. Subject to the provisions of Sections 2.3, 2.4 and 2.5, any vacancy on the Board for whatever reason shall be filled by the members of the Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Board created by the resignation, removal or any other reason of any Board member designated as such by Sponsor (or its designee) shall be filled only by Sponsor (or its designee, as the case may be).

2.7 Organizational Meetings of Board. The first meeting of the Board following each annual meeting of Unit Owners shall be held within ninety (90) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Board members in order to legally constitute such meeting, provided that a majority of the members of the Board shall be present thereat.

2.8 Regular Meetings of Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a

majority of the members thereof, provided that at least two (2) such meetings shall be held during each fiscal year of the Condominium. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier, electronic mail or facsimile, at least five (5) business days prior to the day named for such meeting.

2.9 Special Meetings of Board. Special meetings of the Board may be called by the President or Vice President of the Condominium by giving at least five (5) business days' prior written notice to each member of the Board, by personal delivery, nationally recognized overnight courier, electronic mail or facsimile, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting.

2.10 Waiver of Notice. Any member of the Board may at any time waive notice of any 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 by such member of notice 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.

2.11 Determinations by Board; Quorums.

2.11.1 Except as otherwise set forth in subsections 2.4.4, 2.6 and 2.11.3, all determinations of the Board shall be made at a meeting of the Board at which a quorum thereof is present. At any Board meeting, a majority of the members thereof shall constitute a quorum except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Board.

2.11.2 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present or is not required, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Board may participate in a meeting thereof by means of a conference telephone call 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 may be taken without a meeting if all members of the Board consent thereto in writing.

2.12 Compensation. No member of the Board shall receive any compensation for acting as such.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable Legal Requirements, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the Managing Agent, building engineer or superintendent in connection with the affairs or operation of the Condominium (except in its or their capacities as Unit Owners), and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by the Managing Agent shall state that it is made by the Board or the Managing Agent only as agent for all Unit Owners, and that the Board members or the Managing Agent shall have no personal liability thereon (except in its or their capacities as Unit Owners) and may also state the applicable limitations of liability of the Unit Owners provided for in the next sentence; however, the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Board or the Managing Agent or any greater liability on the part of any Unit Owner than as provided in the next sentence. The liability of any Unit Owner for any contract, act or omission with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners; and in each case, to the extent permitted by applicable Legal Requirements, the liability of any Unit Owner shall be limited to such Unit Owner's interest in its Unit and its appurtenant Common Interest, so that such Unit Owner shall have no personal liability for any such contract, act or omission.

2.13.2 Nothing in the preceding section shall limit a Unit Owner's liability for the payment of Common Charges. To the extent permitted by applicable Legal Requirements, Board members shall have no liability to Unit Owners except that a Board member shall be liable for its or his or her own bad faith, willful misconduct, illegal acts, fraud or gross negligence. A board member designated or appointed by the Sponsor, whether or not a principal of Sponsor, shall not have any personal liability based upon the actions and decisions of the Condominium Board made in the due course of business at such time as such person is serving on the Board. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of such Board member's own bad faith, willful misconduct, illegal acts, fraud or gross negligence. The Board may contract or effect any other transaction with any member of the Board, any Unit Owner, Sponsor, Sponsor's designee or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.3 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other services to be provided or 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, willful misconduct, illegal acts, fraud or gross negligence of the Board or such member thereof, as the case may be; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, or from water, snow or ice that may leak or flow from a

Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith, willful misconduct, illegal acts, fraud or gross negligence of the Board or such member thereof.

2.14 Crime Insurance/Fidelity Bonds. All officers, Board members and employees of the Building will be covered by crime insurance or fidelity bonds (or similar insurance or bonds) at all times from and after the First Closing, and the premiums on such bonds shall constitute Common Expenses.

2.15 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint such committees as the Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Board during the intervals between the meetings of the Board insofar as may be permitted by Legal Requirements. For so long as Sponsor is entitled to designate members to the Board, any committee appointed by the Board shall have as at least one (1) of its members a member of the Board appointed by Sponsor.

2.16 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable Legal Requirements, be deemed to constitute a separate unincorporated 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 or organization of the Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Board.

2.17 Incorporation and Organization of Board. To the extent and in the manner provided in the New York Condominium Act, the Board may, by action of the Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Board so organizes or incorporates, it shall have, to the extent permitted by applicable Legal Requirements, 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 New York Condominium Act. The certificate of incorporation and By-Laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Condominium Documents; and the provisions of the Condominium Documents shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and By-Laws or articles of organization and operating agreement.

2.18 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Condominium Documents, the Board shall act as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Condominium Documents.

2.19 Prohibited Transactions. Each member of the 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 Legal Requirements, no contract or other

transaction between the 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 commercially 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. Notwithstanding the foregoing, the Board is expressly authorized to enter into and from time to time renew a management agreement with Sponsor or an affiliate Sponsor to serve as the managing agent of the Condominium on such terms as the Board may determine.

2.20 Principal Office of Board. The principal office of the Board shall be located either within the Property or at such other place in the Borough of Manhattan, as may be designated from time to time by the Board.

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Unit Owners (the "First Annual Meeting") shall be held not later than thirty (30) days following the later to occur of: (a) the second (2nd) anniversary of the First Closing; or (b) the closing of title by Sponsor (or its designee), as seller, to Units representing more than fifty percent (50%), both in number and in aggregate Common Interests of all Units, to purchasers under the Offering Plan. At such meeting, a new Board shall be elected and/or designated (as provided in Sections 2.3 and 2.4) consisting of five (5) persons and the incumbent Board shall resign. Thereafter, annual meetings of Unit Owners shall be held within approximately four (4) weeks after the anniversary of such first (1st) meeting in each succeeding year on a date to be set by the Board. At such meetings, the Unit Owners shall elect, or designate (in the case of the Sponsor), as the case may be, successors to the members of the Board whose terms of office are due to expire on or about the day of such meeting or have already expired and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Unit Owners shall be held at the principal office of the Condominium or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special meeting of Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than fifty-one percent (51%) of the Common Interests of all of the Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Unit Owners shall be given by the Secretary of the Condominium to all Unit Owners of record entitled to vote thereat, at their address at the Condominium (or at such other address as any Unit Owner has designated by notice in writing to the Secretary of the Condominium at least fifteen (15) business days prior to the giving of notice of the applicable meeting). 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 at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Condominium Documents, the notice of such meeting shall be given to all Unit Owners in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. Subject to the terms and provisions of subsection 2.4.4, if any meeting of Unit Owners cannot be held because a quorum is not present, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to either: (a) adjourn the meeting from time to time until a quorum exists; or (b) reconvene the meeting at a time (specified on not less than three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Unit Owners) when no quorum requirement shall apply.

3.6 Order of Business. The order of business at all regular 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 inspectors of election (when so required).

(i) Election of members of the Board.

(j) Unfinished business.

(k) New business.

(l) Adjournment.

3.7 Title to Units. Title to Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary 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.

3.8 Voting.

3.8.1 Each Unit Owner, or a person designated by such Unit Owner to act as proxy on its 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 and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by written notice actually delivered to such Secretary by the Unit Owner who had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked). A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Notwithstanding the foregoing, unless prohibited by Legal Requirements, in no event shall any Unit Owner (or its proxy) or another interested party be entitled to cast any vote at meetings of Unit Owners or at joint meetings of Unit Owners if (i) such Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid, or (ii) if the Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied; although such Unit Owner shall count for quorum purposes.

3.8.2 If two (2) or more persons or entities own a Unit, they shall designate one (1) person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such two (2) or more persons. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.3 Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Unit Owners for quorum and voting purposes.

3.8.4 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or its proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) shall be entitled to cast one (1) vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Unit or Units including without limitation, for each Board member to be elected.

3.8.5 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a percentage of a particular class of Unit Owners, as a group (e.g. x% of all Unit Owners), as opposed to a percentage of all Unit Owners, such required percentage shall mean a percentage in terms of the total Common Interests attributable to the particular class of Unit Owners and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Majority of Unit Owners. Except as may otherwise be provided by Legal Requirements, as used in the Condominium Documents, the term "Majority of Unit Owners" means those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units to which more than fifty percent (50%) of the aggregate Common Interests attributable to all Units are appurtenant, shall constitute a quorum at all meetings of Unit Owners.

3.11 Majority Vote. Except where otherwise provided by Legal Requirements, the Condominium Documents, 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.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, and Secretary/Treasurer thereof, all of whom shall be elected by the Board. The Board may elect more than one (1) Vice President, or an Assistant Treasurer, or Assistant Secretary and such additional officers as in its judgment may be desirable. Unless prohibited by applicable Legal Requirements, any two (2) or more offices of the Condominium may be held by the same person. None of the officers of the Condominium need be Unit Owners or have any interest therein until the first organizational meeting of the Board, which shall be held within 90

days after the First Annual Meeting. Thereafter, the President of the Condominium must be a member of the Board.

4.2 Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organizational meetings thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Board; except that the initial officers of the Condominium shall be elected by the First Board and shall hold office at the pleasure of such First Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these By-Laws to the Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by these By-Laws with respect to designation of officers of the Condominium, upon the affirmative vote of a majority of the members of the Board present in person or by proxy at a regular meeting of the Board, or at a special meeting of the Board called for such purpose, at which a quorum is present or is not required pursuant to Section 2.11.2, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and 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 such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium. From and after the first organizational meeting of the Board after the First Annual Meeting, the President of the Condominium must be a member of the Board.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Board shall appoint some other member of the Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Board or by the President.

4.6 Secretary/Treasurer. The Secretary/Treasurer of the Condominium shall keep the minutes of the meetings of the Unit Owners and of the Board. The Secretary/Treasurer shall have charge of such books and papers as the Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York. In addition, the Secretary/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 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 managing agent or manager appointed by the

Board) in such depositories as may from time to time be designated by such 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.

4.7 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Board. In addition to the foregoing, the Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Board or have been authorized by two (2) officers of the Condominium.

4.8 Compensation of Officers. Except as otherwise determined by the Board, no officer shall receive any compensation for acting as such.

4.9 Liability of Officers.

4.9.1 To the extent permitted by applicable Legal Requirements, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners). To the extent permitted by applicable Legal Requirements, officers shall have no liability to Unit Owners except that an officer shall be liable for his or her own bad faith, willful misconduct, illegal acts, fraud or gross negligence. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify, defend and hold harmless each officer against any liability or claim except those arising out of such officer's own bad faith, willful misconduct, illegal acts, fraud or gross negligence.

4.9.2 None of the officers of the Condominium shall be liable for either (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, or from water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith, willful misconduct, illegal acts, fraud or gross negligence of such officer.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise provided in these By-Laws: (a) all notices required or desired to be given hereunder to the Board shall be in writing and either delivered in person

(only in the case of a notice to any officer of the Board) or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to the principal office of the Board (or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees) and a duplicate shall be sent in like manner to the Managing Agent; (b) all notices required or desired to be given hereunder to any Unit Owner shall be in writing and either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to the address of such Unit Owner at the Property or to such other address as may have been designated by such Unit Owner from time to time in writing to the Board; and (c) all notices required or desired to be given hereunder to Permitted Mortgagees shall be in writing and either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Board. All notices shall be deemed to have been given when delivered in person (to the extent permitted herein) or three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper, or the first business day after deposit with an overnight courier service, as the case may be, except that notices of change of address shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by Legal Requirements, the Condominium Documents, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE CONDOMINIUM

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 The Board shall, from time to time, but at least annually, prepare or cause to be prepared a budget setting forth its projections of the costs and expenses associated with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Common Elements, the provision of services to Unit Owners and the business and affairs of the Condominium (the "Common Expenses") for the next fiscal year and will allocate and assess charges (such charges, together with all such other amounts denominated or payable as common charges in or under the Condominium Documents, being collectively, the "Common Charges") on the Units. Unit Owners will be assessed Common Charges to meet the Units' allocated share of Common Expenses and the Common Charges payable by each Unit Owner will be in proportion to such Unit's percentage Common Interest compared to the total of all Units.

6.1.2 The Board may, in its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners, and may modify its prior determination of the Common

Expenses for any fiscal year so as to increase or decrease the amount of Common Charges, payable for such fiscal year or portion thereof in all events; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Common Charges for a subsequent period or levied from a special assessment levied against all Unit Owners or Unit Owners, as the case may be.

6.1.3 The failure or delay of the Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In the event of such failure by the Board, the Common Charges thereafter allocable to the Units until a new determination of Common Charges is made shall be computed as set forth in the By-Laws. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses can be made.

6.1.4 In addition to the foregoing duty to determine the amount of and to assess Common Charges, the Board shall have the right to levy special assessments to meet the Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.2). All special assessments shall be levied against all Unit Owners (or, as applicable, all Unit Owners) in proportion to their respective Common Interests. The Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Common Charges (including, without limitation, perfecting a lien against the defaulting Unit).

6.1.5 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board, as agent for and on behalf of all Unit Owners and shall constitute income of the Unit Owners. Notwithstanding any provision contained in the Condominium Documents to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Building be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.2 Payment of Common Charges.

6.2.1 All Unit Owners shall be obligated to pay to the Board Common Charges assessed by the Board pursuant to the provisions of Section 6.1 at such time or times as the Board determines (but no more frequently than monthly). Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these By-Laws) of such Unit, together with its appurtenant Common Interest, except as expressly provided herein. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Board or its designee, on behalf of all Unit Owners, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing, provided that: (a) such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided that no amounts are owing under any such lien); and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. However, in no event may a Unit Owner exempt itself from liability for Common Charges by waiving use of any of the Common Elements or by abandoning its Unit. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by Legal Requirements, a Permitted Mortgagee acquiring title to a Unit at a foreclosure sale shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges assessed against such Unit subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by such mortgagee; the foregoing is subject to the provisions of the last sentence of subsection 6.3.1 hereof. However, in the event of a foreclosure of a Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale, as provided in these By-Laws.

6.2.3 Notwithstanding the provisions of subsection 6.2.1, any Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by any foreign government (i.e. diplomatic or sovereign immunity) shall deposit with the 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 these By-Laws. In the event that such Unit

Owner defaults in respect of the terms, provisions and conditions of these By-Laws, the Board may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Common Charges or any other sum as to which Unit Owner is in default.

6.2.4 Sponsor reserves the right, in its sole and absolute discretion, to cause the Board to waive the collection of Common Charges for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that the Sponsor shall be solely responsible for payment of all expenses to operate the remainder of Building during the Waiver Period (the "Operating Expenses"). All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual costs of operating the Building and not on estimates set forth in Schedule B – Projected Budget for First Year of Condominium Operation." The Schedule B budget will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances, the Unit Owners will remain responsible for the payment of real estate taxes (including such Unit Owners' allocable share of those real estate taxes attributable to the Superintendent's Unit). Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior notice to Unit Owners terminate the Waiver Period.

6.3 Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies.

6.3.1 Except to the extent prohibited by Legal Requirements, the Board, on behalf of all Unit Owners, shall have a lien for Common Charges unpaid by any Unit Owner, together with interest thereon, on all Units owned by such Unit Owner. Such lien for Common Charges shall be subordinate only to liens for real estate taxes and to prior recorded Permitted Mortgages which are first mortgages of record. The Board shall take prompt action to collect any Common Charges that remain unpaid for more than thirty (30) days after the date required for payment thereof.

6.3.2 In the event any Unit Owner fails to make payment of Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than 10 days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the rate of one and one-quarter percent (1.25%) per month (but in no event in excess of the maximum rate permitted by Legal Requirements) on such unpaid amounts (exclusive of any "late charges" theretofore assessed on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, reasonable attorneys' fees and expenses paid or incurred by the Board or by the Managing Agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges, whether 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 Legal Requirements. In addition, if the Board shall bring an action to foreclose such lien because of unpaid Common Charges, the defaulting Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges", interest, expenses and fees shall be added to and shall constitute Common Charges payable by such Unit Owner; and the lien for unpaid Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.3.3 In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Board, acting on behalf of all Unit Owners, shall have the power (but shall not be obligated) to purchase any such Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit, as provided in these By-Laws.

6.3.4 For the purposes of this subsection 6.3.4, "non-occupying owner" shall mean a Unit Owner who or which does not occupy its Unit.

(a) If a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges or any other amounts payable by such Unit Owner to the Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Unit within sixty (60) days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (b) of this subsection, all rental payments from the tenant shall be directly payable to the Board.

(b) If the Payments for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board at the address listed on the notice. Where a majority of the Board has been elected by and from the Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of the date that such Board receives notice that such owner seeks to dispute such claim.

(c) Nothing in this subsection shall limit any rights of any Unit Owner or the Board existing under applicable Legal Requirements or any other agreements.

(d) Payment by a rental tenant to the Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.4 Insurance.

6.4.1 The Board shall be required to obtain and maintain, to the extent obtainable at commercially reasonable rates, and to the extent reasonably determined by the Board to be appropriate and otherwise in accordance with applicable Legal Requirements, the following insurance:

(a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction 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 their 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), said 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 hereinafter set forth;

(b) rent insurance in an amount equal to 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, managing agents and employees of the Condominium;

(i) directors and officers liability insurance; and

(j) such other insurance as the Board may reasonably determine.

6.4.2 The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be borne by the Unit Owners. All policies of physical damage insurance required under

this Section 6.4 shall be issued by insurance companies licensed in New York State having Best's ratings of A:XII or better from A.M. Best & Co. or a comparable rating from Standard & Poors Co.

6.4.3 All such policies shall provide that adjustment of loss shall be made by the Board if the loss involves the Units or the Common Elements. Each Unit Owner's rights and obligations with respect to insurance proceeds received by it from its own Unit pursuant to the terms of these By-Laws shall be as set forth, as applicable, in its mortgage, if any. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to a New York City bank or trust company designated by the Board as Insurance Trustee.

6.4.4 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 thirty (30) days' prior written notice to all of the insureds, including all Unit Owners, and the Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least thirty (30) days prior to expiration of the then current policies.

6.4.5 The Board shall also be required to obtain and maintain, 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 (but in no event less than $1,000,000 per occurrence and $2,000,000 in the aggregate, with an umbrella excess liability policy of not less than $25,000,000), covering the Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium, and the Units except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit or within the General Common Elements, or the Limited Common Elements, as the case may be, appurtenant to a particular Unit. The Board shall review such limits once each year. The insurance required in accordance with this paragraph 6.4.5 shall also cover cross-liability claims of one insured against another.

6.4.6 Any insurance maintained by the Board may provide for such deductible amounts as the Board reasonably determines.

6.4.7 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 reasonably 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 in accordance with the limits then required by prudent condominium boards or owners of luxury mixed-use buildings in Manhattan similar to the Condominium. 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.

6.4.8 Until payment of the debt under the mortgage securing Sponsor's Construction Loan (the "Construction Mortgage") is made in full or until such mortgage is assigned by Construction Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations of the Construction Mortgage (which provisions set forth the Board's obligations with respect to the maintenance of insurance during such period). For so long as Sponsor's Construction Loan is outstanding, Sponsor's Construction Lender shall have the right to serve as Insurance Trustee.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Condominium Board with respect to any damage to or destruction of the Common Elements, will 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) and the Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If said damage or destruction, however, affects only the Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a Common Expense or profit, respectively, as provided in 6.1.1 or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Subsection 6.5.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.5.2 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; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

6.5.3 As used in this Section 6.5, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than sixty (60) days from the date of such damage or destruction.

6.5.4 Any dispute between the Board and a Unit Owner under this Section 6.5 shall be settled by Arbitration (as provided in Article 11).

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Condominium Documents: (a) all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances (i) in or to any Unit (other than, in general, to the Common Elements included therein) will be made by the Owner of such Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Units, the Unit Owner thereof will utilize only such contractors, workers or suppliers as are approved by the Managing Agent or Board; (ii) in or to the General Common Elements will be made by the Board and the expense thereof will be charged to the Unit Owners as a Common Expense (unless caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost), provided, however, that (1) a Unit Owner having use of a Limited Common Element shall be responsible for ordinary maintenance and cleaning thereof including, but not limited to, replacement of the Terrace/Balcony surface; and (2) the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace/Balcony, including work necessary to repair any leaks (unless caused by or attributable to the Unit Owner thereof), shall be charged to all Unit Owners as a Common Expense; (b) a Unit Owner shall not be responsible for the cost of painting, decorating, maintenance, repairs or replacements on or to any Unit other than to its own Unit (and any Limited Common Elements included in or appurtenant to any such Unit), except to the extent otherwise provided herein; and (c) each Unit and all portions of the Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in first-class condition in accordance with the high quality, character and dignity of the Building), in each

case, by the Unit Owner or the Board, whichever is responsible, under the By-Laws, for the maintenance thereof. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default. Without limiting the foregoing, Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating, ventilation and air conditioning units in their respective Units.

6.6.2 Notwithstanding the provisions of subsection 6.6.1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of (i) any one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Unit Owner, or (ii) the Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Unit Owners or all Unit Owners, as the case may be, as a Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) Except as may otherwise be expressly provided herein or in the Declaration, no Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Common Elements. Additionally, notwithstanding the foregoing, Sponsor and any holder of Unsold Units and the Board shall have an easement to erect, maintain, repair and replace signs, notices, advertisements and illuminations on portions of the Property, including, without limitation, on the exterior of the Building, on or at windows and in interior public spaces of the Building (but in no event within the interior of or on the exterior of a Unit owned by any other party), for the purposes of advertising the availability of Units for sale or lease by Sponsor or its designee and/or, in the case of the Board, for any other valid business purpose.

(c) The Building does not feature a window washing rig and accordingly the washing and cleaning of the interior and exterior glass surfaces of all windows located in any Unit shall be the responsibility of the respective Unit Owner. All window interiors shall be cleaned a minimum of two (2) times per calendar year. The washing of window exteriors shall be performed by an insured window washing professional a minimum of one (1) time per calendar year. The Board may from time to time enforce the responsibility of Unit Owners to wash and clean the interior and exterior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

In the event that, under applicable Legal Requirements, any exterior windows in the Units must be reduced in size or closed, the owner of the affected Unit shall solely bear the costs relating to such reduction or closure and, in the event that closure is required, such windows will be enclosed by the Board, at the sole cost of the affected Unit Owner.

(d) Except as otherwise provided in Section 6.6.1, all normal maintenance, repairs and replacements of any Limited Common Element appurtenant to a Unit shall be made by the Unit Owner having exclusive access thereto, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including, without limitation, leaks) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, unless due to the negligence, misuse, neglect or abuse of such Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Unit Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Common Charges payable by such Unit Owner.

(e) Except as otherwise provided in Section 6.6.1, in the event that any portion of the glass of a Unit's window is broken from the interior of such Unit (or otherwise due to the actions of such Unit Owner), the replacement and/or repair of such glass will be made by the Owner of such Unit at his, her or its expense; and, in the event that any portion of the glass of a Unit's window is broken from the outside of such Unit, the replacement and/or repair of such glass will be made by the Board and the expense thereof will be charged to the Unit Owners as a Common Expense.

6.6.3 Each Unit and all portions of the Common Elements shall be kept in the condition and otherwise in such manner that standards of quality and appearance are maintained which are appropriate for a luxury residential condominium project (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Board, whichever is responsible for the maintenance thereof under the Condominium Documents, and such Unit Owner or the Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by: (a) the Board, with respect to such parts of the Building it is required to maintain under the Condominium Documents; and (b) each Unit Owner, with respect to the windows and window shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Unit, as well as those other areas of such Unit and its appurtenant Limited Common Elements (if any) which are exposed to public view. The Board shall be responsible for any necessary repairs and replacements of the sidewalks surrounding the Building as if the sidewalks were part of the General Common Elements. The Board at the expense of the Unit Owners shall keep the areas of the sidewalks in front of the Building clean and free of dirt, ice, snow, mud and rubbish, and with a frequency reasonably determined by the Board but not less than a standard consistent with comparable luxury residential properties.

In order to promote a consistent appearance of the Building from the outside, unless waived by the Board, each Unit Owner will be required to install and maintain window treatments having a neutral 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. Neither the interior nor the exterior glass surfaces of any windows located in any Unit may be altered, colored or painted.

6.6.4 Mold. Prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Unit Owners shall take reasonable precautions and actions to prevent conditions which cause 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. Neither Sponsor nor the Board will be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor or the Board.

6.6.5 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 maintenance, repair or replacement in or to its Unit as provided in this Article 6 or of any Common Element for which such Unit Owner is responsible under the Condominium Documents, the Board may perform or cause to be performed such maintenance, repair or replacement unless such Unit Owner, within ten (10) days after receiving notice of such default by the Board (except in the event of an "emergency", i.e., a condition requiring repairs, replacements or installations immediately necessary for the preservation or safety of all or any portion of the Property or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building or with respect to all or any portion of the Property), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences (within such ten (10) day period) 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 making of any such maintenance, repair or replacement in or to such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible as aforesaid, together with interest thereon at the rate of one and one-half percent (1.5%) per month (but in no event in excess of the maximum rate permitted by Legal Requirements), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.7 Alterations of Units.

6.7.1 Except as otherwise provided in the Condominium Documents:

(a) No Unit Owner (other than Sponsor or its designee as the owner of Unsold Units) shall make any Alterations or Repairs in or to its Unit which affects the structure or systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Board thereto. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration in or to a Unit, the Board, at its option, may require any Unit

Owner to execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such Alteration may be made. Any Unit Owner seeking to perform such work requiring the consent of the Board shall be liable for all costs and expenses incurred by the Board in obtaining such consent.

(b) All repairs, to any Unit, which would affect the structure or systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning system thereof, but excepting any system which exclusively serves the Unit in question) and all Alterations to any Unit shall be made in accordance with plans and specifications, which plans and specifications shall be subject to review and approval by the Board.

(c) The Board may impose fees upon any Unit Owner to reimburse the Condominium for costs incurred by the Board in connection with the review and supervision of such Unit Owner's work.

6.7.2 Alterations to Units.

All Alterations by a Unit Owner shall be performed:

(a) at the Unit Owner's sole cost and expense (which shall include, without limitation, for Unit Owners, the reasonable costs of the Board incurred in reviewing and approving such Unit Owner's submission for approval (if such approval is required under these By-Laws) and in monitoring such Unit Owner's compliance with the provisions of this Section 6.7);

(b) 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;

(c) only during such days and hours as may be specified by the Board in its reasonable judgment;

(d) only after obtaining such insurance, naming the Board, the Managing Agent and Sponsor as additional insureds, as the Board or the Managing Agent may require and indemnifying the Board, all other Unit Owners and the Managing Agent against any liability arising from the work;

(e) in the case of a Unit, employing such architects, engineers, contractors, expeditors, subcontractors, workers, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Board or the Managing Agent; and

(f) in compliance with the Declaration, these By-Laws, the Rules and Regulations, the overall Building standards and all applicable Legal Requirements, including, without limitation, Legal Requirements relating to licensing of contractors, obtaining of all necessary governmental permits, authorization, certificate and licenses for the commencement

and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Unit, if necessary.

(g) after the issuance of a permanent certificate of occupancy if such alterations may affect the Declarant's ability to obtain a permanent certificate of occupancy for the Building, which determination shall be made at the sole discretion of the Declarant.

6.7.3 In addition to the requirements set forth above in this Section 6.7, the Board shall have the right to impose certain requirements in connection with Alterations of Units, including but not limited to:

(a) the Unit Owner shall deposit with the Board an amount equal to ten percent (10%) of the cost of completing the Alterations submitted for the Board's approval or $10,000.00, whichever is greater;

(b) the Unit Owner shall be required to complete any Alterations within a reasonable amount of time as determined by the Board;

(c) the Unit Owner shall obtain all necessary or required signoffs from the applicable governmental authority for any Alterations performed within thirty (30) days of completion of such Alterations; and

(d) the Board may impose a limit on the number of Units in the Building undergoing Alterations at the same time.

6.7.4 The Unit Owner performing, causing, permitting or suffering such Alterations to be performed shall, if required by the Board, pay the cost of: (i) any amendment of the Declaration and the floor plans of the Condominium, if required by the Board or by any applicable Legal Requirements, to reflect any such Alterations, (ii) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Board promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary; provided that no work or change by or on behalf of a Unit Owner will be permitted without the consent of the Board (which consent may be withheld or conditioned in the sole discretion of such Board) if such work or change would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued; and (iii) in the case of a Unit, any reasonable architectural, engineering and legal fees incurred by the Board in connection with such work. Neither the Board nor any Unit Owner (other than the Unit Owner making, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (A) in connection with the preparation, execution or submission of the applications referred to above; (B) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or permitted or caused to be made by any Unit Owner; (C) to any person or entity asserting any claim for personal injury or property damage arising

therefrom; or (D) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these By-Laws, the Rules and Regulations and the provisions of any Legal Requirements insofar as the same relates to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify, defend and hold the Board, the Managing Agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.5 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit shall, if and to the extent required by Legal Requirements or such department or authority, be executed by the Board, in the case of any Alteration which such party has approved (or for which its approval is not required), provided that the Board shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.7.6 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Legal Requirements), however, Sponsor and its designees shall each have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Board: (i) to make any Alterations in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under the Offering Plan, any Purchase Agreement or otherwise); and (ii) to subdivide, combine and change the boundary walls of Unsold Units. Additionally, any initial purchaser of any Unsold Unit shall have the right, without approval of the Board, to make any Alterations in or to its Unit, provided that Sponsor or its designee has consented to the same in writing at or prior to the closing of title to such Unit (which consent may be withheld or conditioned in Sponsor's sole discretion), that such purchaser obtains all necessary approvals required by Legal Requirements, and that such purchaser complies with all of the other requirements of this Section 6.7.

6.7.7 In addition to the requirements set forth above in this Section 6.7, until a permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any Alterations in or to its Unit without first notifying Sponsor of the same in writing and complying with Sponsor's requirements with respect to the same. Such requirements may include, without limitation, the following:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued; and Sponsor shall have the absolute right in its sole discretion to impose and/or cause the Board to impose a moratorium on, and/or otherwise not permit any, alterations until the permanent Certificate of Occupancy is obtained for the Building

(and Sponsor's approval and consent right in respect thereof shall apply, notwithstanding any provision of the Condominium Documents to the contrary, regardless of whether Sponsor continues to own any Unsold Units);

(b) such Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's reasonable judgment) to ensure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until such Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(g) such Unit Owner shall indemnify, defend and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of a Legal Requirement or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Legal Requirements and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Board), such work shall be performed solely by union members.

If any Unit Owner commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the same, Sponsor shall be entitled to cause such work by such Unit Owner to be halted, including, without limitation, causing the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until such Unit Owner so complies. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the

right to cause to be performed (whether by Sponsor, its designee or otherwise) any and all work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's or its designee's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work so performed shall be borne by such Unit Owner and shall be paid to Sponsor within fifteen (15) days of Sponsor's written demand therefor.

6.8 Alterations to Common Elements. Except as otherwise provided in the Condominium Documents, all alterations, additions or improvements in or to the Common Elements will be made by the Board. Except as otherwise expressly provided in these By-Laws and the Declaration, the costs of alterations, additions or improvements to the General Common Elements will be charged to all Unit Owners as a Common Expense; and costs attributable to the Limited Common Elements will be charged to all Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Unit Owners. Whenever, in the judgment of the Board, the Common Elements require additions, alterations, improvements, or repairs which are capital in nature and would cost more than $500,000 (subject to increase by the CPI Increase Factor), in the aggregate, in any calendar year, such additions, alterations, improvements or repairs may not be made unless the same have been approved by the Unit Owners owning a majority of the Common Interests of all Units liable for the cost thereof pursuant to the preceding sentence, including Sponsor, if it then owns any Unit, at a duly constituted meeting of Unit Owners and by the Mortgagee Representatives (as hereinafter defined), or unless the same is a non-capital repair or necessary to comply with applicable Legal Requirements, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Board may, in its discretion, assess each Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $500,000 (subject to increase by the CPI Increase Factor) or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Board without the approval of the Unit Owners. In the case of any such additions, alterations, or improvements costing more than $500,000 (subject to increase by the CPI Increase Factor), in the aggregate in any calendar year of which is a non-capital repair may be made by the Board with the approval of a majority of the Unit Owners.

6.9 Use of Units. A Unit may be used only as a residence and, subject to compliance with these By-Laws, for a lawful home occupation. A 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, beneficiary, principal or employee is designated as the primary occupant of such Unit and is not being designated to use such Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of any of the foregoing. The foregoing shall not apply to any Unsold Unit.

6.10 Licensing and Use of Parking Spaces.

6.10.1 Permitted Licensees; Transfer

(a) To help protect the security of the Building, the holder of a license to use a Parking Space (a "Parking License") (other than Sponsor) must at all times be a Unit Owner, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Board or its designees. If the Board terminates a Parking License or a Unit Owner surrenders a Parking License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking License for the corresponding Parking Space upon terms and conditions determined in its sole discretion. If at any time the licensee of a Parking Space sells its Unit, it shall simultaneously assign its license of the Parking Space to another owner of a Unit (or the purchaser of such Unit), and if it fails to do so, the Board shall have the right to terminate the license of the Parking Space and take possession of the same, without compensation to the licensee.

(b) Upon the issuance of a Parking License to a Unit Owner, such Unit Owner may freely assign such license without the consent of the Board; provided such assignee is also a Unit Owner; and provided further that the Board is provided written notice of such assignment. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment of a Parking License.

(c) The Board has the authority to promulgate additional rules regarding the use of and access to the Parking Spaces and the procedures for assigning such Parking Licenses. If the Board terminates a Parking License or a Unit Owner surrenders a Parking License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking License for the corresponding Parking Space upon terms and conditions determined in its sole discretion.

6.10.2 Parking Spaces may only be used for storage of such occupant's automobile, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Parking Space may not be used for combustible items as defined in the Building Code of the City of New York. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Parking Spaces for any lawful purpose or to change the permitted use of any unlicensed Parking Space, subject, however, to the provisions of the Condominium Documents and in no event for any Prohibited Use.

6.10.3 Holders of Parking Licenses, including the Sponsor with respect to unsold Parking Licenses, will be required to pay a license fee to the Condominium in an amount determined by the Board in its sole discretion, which amount shall be subject to changes and increases from time to time as the Board deems necessary.

6.10.4 Parking Space 9 has been designated as a handicapped parking space and will be the last parking space sold if it has not previously been sold to a Purchaser who themselves or a member of their family has a vehicle with a handicapped plate. The purchase of Parking Space 9 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

"In the event the present or future owner of a unit in the condominium or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of a parking space, said unit owner has the right to demand that the owner of Parking Space 9 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family residing in the unit, becomes handicapped and said unit owner does not own a parking space, said unit owner has the right to demand that the owner of Parking Space 9 sell it at the then current fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorneys fees shall be borne by the party requesting the transfer.

The owner of Parking Space 9 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Space 9 then the parties agree to submit the matter to binding arbitration in accordance with Article 11 of the By-laws of the Condominium."

6.10.5 Upon the issuance of a Parking License to a Unit Owner or the transfer of a Parking License to an assignee, such Unit Owner or assignee, as the case may be, shall provide the Managing Agent with a copy of the Parking License.

6.11 Licensing and Use of Storage Areas.

6.11.1 Permitted Licensees; Transfer

(a) To help protect the security of the Building, the holder of a license to use a Storage Area (a "Storage License") (other than Sponsor) must at all times be a Unit Owner, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Board or its designees. If the Board terminates a Storage License or a Unit Owner surrenders a Storage License without assigning such license to another Unit Owner, the Board

shall have the right to issue a new Storage License for the corresponding Storage Area upon terms and conditions determined in its sole discretion. If at any time the licensee of a Storage Area sells its Unit, it shall simultaneously assign its license of the Storage Area to another owner of a Unit (or the purchaser of such Unit), and if it fails to do so, the Board shall have the right to terminate the license of the Storage Area and take possession of the same, without compensation to the licensee.

(b) Upon the issuance of a Storage License to a Unit Owner, such Unit Owner may freely assign such license without the consent of the Board; provided such assignee is also a Unit Owner; and provided further that the Board is provided written notice of such assignment. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment of a Storage License.

(c) The Board has the authority to promulgate additional rules regarding the use of and access to the Storage Areas and the procedures for assigning such Storage Licenses. If the Board terminates a Storage License or a Unit Owner surrenders a Storage License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Storage License for the corresponding Storage Area upon terms and conditions determined in its sole discretion.

6.11.2 Storage Areas may only be used for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Storage Areas may not be used for combustible items as defined in the Building Code of the City of New York. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Areas for any lawful purpose or to change the permitted use of any unlicensed Storage Areas, subject, however, to the provisions of the Condominium Documents.

6.11.3 Upon the issuance of a Storage License to a Unit Owner or the transfer of a Storage License to an assignee, such Unit Owner or assignee, as the case may be, shall provide the Managing Agent with a copy of the Storage License.

6.12 Use of Common Elements; Use of Adjacent Sidewalks.

6.12.1 Except as otherwise provided herein or in the Declaration, Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.12.2 In no event shall any Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner or anyone claiming by, through or under any other Unit Owner.

6.12.3 The Owner or Owners of any one or more Units, which Unit or Units are the only Unit or Units serviced or benefited by any General Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite

sides of such hallway) and not affecting access in any material way or service (including, without limitation, heating, ventilating and air conditioning) to any other Unit or to any other portion of the General Common Elements shall, to the extent permitted by applicable Legal Requirements and subject to the consent of the Board (which consent may be granted or withheld in the Board's sole discretions and shall not be required if the Unit Owner or Owners shall be Sponsor or its designee), have the exclusive right to use that portion of the General Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however, that notwithstanding the provisions of Subsection 6.1 hereof, such Unit Owner or Owners, at their sole cost and expense, shall (a) be responsible for the operation, maintenance and repair of that portion of the General Common Elements for so long as such Unit Owner or Owners exercise such exclusive right of use, and (b) restore that portion of the General Common Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner or Owners cease to exercise such exclusive right of use. The owner of any such Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board.

6.12.4 Intentionally Deleted.

6.12.5 Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) shall have the right from the date hereof to use, without charge and in compliance with the Condominium Documents, portions of the Building, including the Common Elements, such as amenity areas, for a variety of purposes, including, but not limited to, exhibitions, events and/or promotional functions. The use by Sponsor, its designee(s), and any principals, managers, officers, directors, or members of Sponsor or its designee(s) of any area referenced in this Section 6.12.5 shall not unreasonably interfere with the use of the same areas by Unit Owners, shall be subject to any conditions or rules promulgated by the Board regarding the same, and such right shall exist until the later of (a) the date the last Unit is sold by the Sponsor or its designee(s) to a Purchaser or (b) the date the Board has paid off and satisfied the Sponsor financing on the Superintendent's Unit.

6.13 Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Units and Common Elements. The Board may from time to time modify, amend or add to such Rules and Regulations, except that (a) a Majority of Unit Owners may overrule the Board with respect to any such modification, amendment or addition and (b) no such adoption, modification, amendment or addition affecting Sponsor or the Unsold Units may be made unless agreed to, in writing, by Sponsor or its designee. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Board to each Unit Owner not less than 30 days prior to the effective date thereof. The Rules and Regulations shall not apply to Unsold Units.

6.14 Real Estate Taxes, Water Charges and Sewer Rents.

6.14.1 Water and sewer services for the Building shall be supplied by the City of New York or other utilities servicing the Property. Unless and until water charges and sewer rents are billed directly to Unit Owners by the proper authority, the Board shall promptly pay such charges, together with all related sewer rents arising therefrom, and reasonably allocate such costs as a Common Expense among the Unit Owners, or the Unit Owners, as applicable, as reasonably determined by the Board, based on Common Interests, and the Unit Owners shall be required to reimburse the Board, as a Common Charge, for their share of such charges and rents, and any dispute by a Unit Owner as to the amount of water charges and sewer rents assessed to such Unit Owner in accordance with the foregoing shall be resolved by Arbitration in accordance with Article 11 hereof. In the event Sponsor pays such charges on behalf of the Board, (a) the Board and/or Unit Owners shall be required to reimburse Sponsor for such charges, or (b) Sponsor shall be entitled to offset the amount paid for such charges against future costs allocated to Sponsor.

6.14.2 Until the Units are separately assessed and billed for real estate tax purposes, the Board will pay all real estate taxes with respect to the Property to the Department of Finance of the City of New York (or directly to Sponsor (or a mortgagee) if Sponsor has paid such taxes) and allocate the cost thereof among all Units in proportion to their respective Common Interests. Each Unit Owner will then reimburse the Board for his or her allocated share. Such reimbursement shall be payable as if it were a Common Charge. In the event Sponsor (or a mortgagee) pays such taxes on behalf of the Board, Sponsor shall be entitled to offset the amount paid against future costs allocated to Sponsor. Such taxes will be paid in a timely manner so that no lien will be placed on the Property or any Unit. If each Unit Owner has paid its allocable share of real estate taxes as aforesaid and 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 Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense.

6.14.3 In the event of a proposed sale of any Unit, the Board (so long as the Board is still collecting and paying such real estate taxes and/or water charges and sewer rents), upon the written request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Owner's Unit to the date of the closing of title to such Unit.

6.14.4 The Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Units on behalf of and as agent for the respective Unit Owners thereof, but only with respect to such Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Board to do so, and indemnified the Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Unit Owners making

such request to the Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Unit Owners. In the event any Unit Owner individually seeks to have the assessed valuation of its 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, defends and holds the Board harmless from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

6.15 Electricity. Electricity for each Unit shall be individually metered to each Unit. Each Unit Owner shall be required to pay the bills for electricity consumed or used in its Unit. Consumption with respect to the Common Elements will be determined by a separate meter or submeter and allocated by the Board among the Units or the Units, as applicable, on the basis of percentage of Common Interest.

6.16 Gas. Gas for the Units and Common Elements shall be supplied and billed through one or more gas meters. The cost of gas utilized at the Units and Common Elements shall be paid by the Board as a Common Expense and allocated among the Units on the basis of percentage of Common Interests.

6.17 Water. Water shall be provided to all Units and Common Elements and metered collectively as a Common Expense and sewer charges shall also be billed as a Common Expense.

6.18 Dispute as to Utility Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Unit Owners and/or the Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.19 Remedies for Violations of By-Laws or Rules and Regulations by Unit Owners.

6.19.1 The violation of any of the Rules and Regulations (by any Unit Owner) or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws or the Declaration, (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 by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Board gives the Unit Owner notice (which may be by telephone, electronic mail or facsimile) 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.

6.19.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Sponsor or its designee shall give to Sponsor and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Notice to Board. Each Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in this Article 7. A Unit Owner who mortgages its Unit owned by such Unit Owner, or the holder of such mortgage, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board, and such Unit Owner shall, prior to the making of such mortgage, satisfy all unpaid liens against its Unit, other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering its Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. A Permitted Mortgagee, upon notice to the Unit Owner and the Board, shall have the right to assign its rights as a Permitted Mortgagee to a servicer..

7.2 Notice to Mortgagees of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee of a Unit, the Board shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under any of the provisions of the Condominium Documents which, to the Board's knowledge, may then exist. The Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee thereof, if so requested in writing by such Permitted Mortgagee; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure.

7.3 Performance by Permitted Mortgagees. The Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner. The Board understands and acknowledges that upon a securitization of any loan or other financing evidenced by a Permitted Mortgage, the trustee for the securitization will transfer the responsibility of serving and general administration of the loan or other financing evidenced by a Permitted Mortgage to a subservicer or master servicer may act on behalf of the trustee with regard to the loan or other financing evidenced by a Permitted Mortgage.

7.4 Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Representatives of Mortgagees.

7.5.1 The holders of Institutional Mortgages constituting a majority of the outstanding principal amount of all Institutional Mortgages encumbering the Units may, at their election, designate in writing to the Board one or more (but not more than three (3)) representatives ("Mortgagee Representatives"), which Mortgagee Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Units with respect to any matter requiring their consent or approval under the Condominium Documents. If any Mortgagee Representatives are so designated and notice thereof is given to the Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Institutional Mortgages encumbering the Units. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Unit or Units, (a) which is a Permitted Mortgage or a mortgage encumbering a Unit then owned by Sponsor or its designee, and (b) the initial holder of which is (i) Sponsor or its designee, (ii) a savings bank, savings and loan association, bank, trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a Federal, state, municipal, teachers', union or corporate employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Mortgagee Representative o shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Board.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any Mortgagee shall be required with respect to any determination or act of the Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

7.7 Board Estoppel. The Sponsor with respect to the Unsold Units may request from the Board for the benefit of a prospective purchaser, lender and/or tenant in respect of its Unit, a statement of: (i) the amount of unpaid Common Charges and Special Assessments pertaining to such Unit Owner; (ii) setting forth the current Common Charges payable by with respect to the Unit in question; (iii) stating, to the best knowledge of the Board, whether there exists any known default under the Condominium Documents by the requesting Person, and if there are known defaults, specifying the nature thereof; and (iv) such other reasonable information as may be reasonably required by any such Unit Owner, Sponsor or Permitted Mortgagee. A Permitted Mortgagee, a Unit Owner, or the Sponsor, as the case may be, may rely upon the provisions in any such statement given as an estoppel as against the Sponsor, as the case may be, but in no event shall the issuance of any such statement subject the Board to any liability for damages as a result of the negligent or inadvertent failure of such party making the statements to disclose correct and/or relevant information. The Board shall provide such statement within fifteen (15) business days after request therefor. The Board shall be entitled to charge the requesting Unit

Owner a reasonable fee for preparing and rendering said statement. From time to time, the Board may request a statement from the Sponsor (as the owner of the Unsold Units, as applicable) that, except as may be otherwise specified, to the knowledge of such party providing the statement, the Board is not in default under any of its obligations under the Condominium Documents, and if there are known defaults, specifying the nature thereof, and such other reasonable information as may be reasonably requested. The Board may rely upon the provisions in any such statement given to the Board as an estoppel against the Sponsor, as the case may be, but in no event shall the issuance of any such statement subject the Sponsor, as the case may be, to any liability for damages as a result of the negligent or inadvertent failure of such party making the statements to disclose correct and/or relevant information.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Sales and Leases of Units. No Unit Owner (other than Sponsor or its designee) may sell or lease its Unit except by complying with the provisions of this Article 8 and, specifically, this Section 8.1. No Residential Unit Owner (other than a Sponsor or its designee) may sell its Unit until the earlier of (a) one year from the date the Unit Owner purchased its Unit from the Sponsor or (b) the Sponsor has sold all units it offered for sale pursuant to the Plan. Subject to the terms of Section 8.7 hereof, each Residential Unit Owner may sell its Unit or lease its Unit for terms of not less than (1) year.

8.1.1 Subject to the terms of Section 8.8, any contract to sell a Unit, together with its appurtenant Common Interest, or any lease of a Unit (collectively, the "Sale Agreement or Lease") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Board of Managers of the 378 West End Avenue Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the By-Laws of the 378 West End Avenue Condominium." (The Unit Owner who has entered into a Sale Agreement or Lease is herein referred to as the "Offeree Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

(a) Promptly after a Sale Agreement or Lease has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Board, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by a fully completed application package, which the Offeree Unit Owner shall obtain from the Managing Agent, together with a fully executed duplicate original of the Sale Agreement or Lease and any and all related agreements, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Board shall constitute an offer by the Offeree Unit Owner to sell its Unit, together with its appurtenant Common Interest, or to lease its Unit, as the case may be, to the Board, or its designee, (as the representative of all Unit Owners), upon the same terms and conditions as contained in such Sale Agreement or Lease, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board (as the representative of all Unit Owners), that such Sale Agreement or Lease is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall

promptly submit in writing such further information with respect thereto as the Board may reasonably request. Not later than twenty (20) days after receipt of such information, the Board may elect, by sending written notice, by certified or registered mail, return receipt requested, or by nationally recognized overnight courier, to such Offeree Unit Owner before the expiration of such twenty (20) day period either to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Sale Agreement or Lease, as such terms and conditions may be modified or supplemented by any additional information provided by the Offeree Unit Owner in response to the Board's requests for information as provided above.

8.1.2 If the Board shall timely elect to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Board, in accordance with the terms of the Sale Agreement or Lease within sixty (60) days after the giving of notice by the Board of its election to accept such offer. However, if the closing date of the purchase or the commencement date of the term of the lease, as the case may be, set forth in the Sale or Lease Agreement shall be later than sixty (60) days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement or Lease that are required to be performed by the Outside Offeror (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a downpayment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the Lease shall be on the date set forth in the Sale Agreement or Lease as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement or Lease, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, in the case of a sale, the Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit (together with its appurtenant Common Interest) is to be sold, shall convey the same to the Board, or its designee, as the representative of all Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Board, or its designee as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or its designee, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, as tenant, covering such Unit, for the rental and term contained in the Lease.

8.1.3 If the Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all other documents and information to be provided under this Article 8, or waives such election in writing within such twenty (20) day period, the Offeree Unit Owner shall have until (a) an

additional sixty (60) days after the earlier of (i) the expiration of such twenty (20) day period or (ii) the Board's waiver in writing by the Board or (b) such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable to consummate the transaction set forth in the Sale Agreement or Lease. In the event the Offeree Unit Owner shall not, within such sixty (60) day period (or by such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable), so consummate the transaction, or should the terms of the Sale Agreement or Lease be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1.

8.1.4 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Declaration, these By-Laws and the Rules and Regulations, in each case as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.5 Any Lease to an Outside Offeror shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board, that the tenant shall not assign its interest in such Lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board 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 a default by or caused by such tenant under any of the provisions of these 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, the Condominium Documents or otherwise. Such Lease shall also provide that it is and shall be subject and subordinate to the Declaration, these By-Laws and the Rules and Regulations. In the event a tenant under a Lease acts in violation of the provisions of the Rules and Regulations, the Board shall have the right to deny any request for renewal of the term of such Lease without having to waive its right of first refusal as is otherwise required pursuant to Sections 8.4 and 8.5 herein.

8.1.6 Except as hereinbefore set forth, the form and substance of any such Lease executed by the Board or an Outside Offeror shall be the then current form of lease approved by the Board (as the same may be changed from time to time). Any Lease executed by the Board as tenant shall provide that the Board may enter into a sublease of the demised premises without the consent of the landlord and without paying to the landlord any portion of the rent received from the subtenant.

8.1.7 If an Offeree Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock or if an Offeree Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities

exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Board, as described in this Section 8.1.

8.1.8 Any purported sale or lease of a Unit in violation of this Section 8.1 shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of such Unit Owner as the purported seller or landlord, as the case may be. Such Unit Owner shall reimburse the Board for all expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Unit in violation of this Section 8.1 release the Unit Owner who is the purported seller or lessor, as the case may be, from any of its obligations under the Condominium Documents, whether or not such sale or lease is voided by the Board.

8.1.9 If the Board exercises its right of first refusal to purchase or to lease pursuant to Section 8, the Offeree Unit Owner shall have the right to proceed with sale or lease to the Board, or alternately, shall have the right to withdraw the Sale Agreement or Lease, as applicable, as presented to the Board. The Offeree Unit Owner must notify the Board of any such withdrawal within five (5) days of the Offeree Unit Owner's receipt of notice of the Board's exercise of its right of first refusal.

8.2 Consent of Unit Owners to Purchase or Lease of Units by Board. Subject to the remaining provisions of these By-Laws and the Declaration, the Board may not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority in interest of the Unit Owners. Any such lease shall be in the form and substance then approved by the Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting. The Board shall have the right to release or waive such option without the prior approval or a vote of the Unit Owners.

The Board, in its sole discretion and without the approval of the Unit Owners, may obtain and close on mortgage loan financing in such amount as it determines, subject to limitations hereafter set forth, to finance the purchase of any Unit as to which the Board exercises its right of first refusal pursuant to Section 8.1, provided that: (i) such mortgage is secured by a first lien on the Unit being purchased, and (ii) the principal amount of such mortgage does not exceed the purchase price for the Unit plus the amount of closing costs incurred by the Board in connection with such purchase and related mortgage financing.

As to any purchase of a Unit by the Board, and related mortgage loan financing, pursuant to the exercise by the Board of its right of first refusal under Section 8.1: (i) the Board shall be required to comply with all terms related to financing of purchase of such Unit as are contained in the Sale Agreement for such Unit as negotiated by the Unit Owner and as presented to the Board pursuant to Section 8.1, and (ii) the Board shall be required to close on its purchase

of such Unit within sixty (60) days of the date set for closing in such Sale Agreement or sixty (60) days of date of notification of exercise of right of first refusal, whichever is later.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its 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 appurtenant Common Interest of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall prohibit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Board only in the manner provided in Section 8.5. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit, together with its appurtenant Common Interest, may be sold, conveyed or leased in accordance with the Sale Agreement or Lease and the other information supplied by the Offeree Unit Owner to the Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.3. The Board may establish reasonable fees for its consideration of any right of first refusal, which fees shall be payable by the selling or leasing Unit Owner (but not Sponsor or its designee), as the case may be, to the Managing Agent.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Condominium stating that the provisions of Section 8.1 have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board and that, as a result thereof, the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase, or Refinancing, of Units by Board. The purchase of any Unit together with its appurtenant Common Interest, by the Board or its designee, on behalf of all Unit Owners, may, at the option of the Board, be made from the funds deposited in the capital and/or expense accounts of the Board by or on behalf of Unit Owners. The Board may levy an assessment against each Unit Owner, in proportion to its respective Common Interest, as an additional Common Charge, and/or the Board, in its discretion, may finance the acquisition of such Unit and subsequently refinance such Unit or refinance any loan secured by or relating to the Superintendent's Unit (on such terms and in such amount(s) as the Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property (except to the extent permitted by Legal Requirements) other than the Unit to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest.

Exceptions. In addition to any other exceptions herein before set forth, the provisions of Section 8.1 shall not apply to the lease, sale or conveyance of any Unit, together with its appurtenant Common Interest, by: (a) the Unit Owner thereof to his or her spouse, adult children, parents, adult siblings or to any combination of them, or to a trust for the benefit of any one or more of them and/or any one or more minor children of any of them (collectively, "family members"), or to any affiliate (an "affiliate" being defined as for purposes hereof as a person or entity that owns fifty percent (50%) or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns fifty percent (50%) or more of the legal and beneficial interest) of the Unit Owner thereof or the owner of any controlling interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity; (b) Sponsor or its designee with respect to Unsold Units; (c) the Board; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to the assignment of any Parking License or Storage License, subject to the other restrictions with respect to the ownership of any Parking License or Storage set forth in these By-Laws, nor shall they apply to any lease, sale or conveyance of a Unit to a Permitted Mortgagee or a purchaser at a foreclosure sale of a Permitted Mortgage in connection with a foreclosure or sale in lieu of same. Notwithstanding the foregoing, the licensee of any Parking Space or Storage Area must also at all times be the owner of a Unit, provided, however that the foregoing restriction shall not apply: (i) to Sponsor or its designee or (ii) to the Board or its designees.

8.7 Gifts, Devises and Intestate Transfers. Any Unit Owner shall be free to convey or transfer his or her Unit by gift, or may devise his or her Unit by will, or have his or her Unit pass by intestacy, without complying with the provisions of Section 8.1, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 8.

8.8 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 Board or its designee, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.9 Payment of Assessments. No Unit Owner shall be permitted to sell, convey, mortgage, pledge, hypothecate or lease its Unit unless and until it shall have paid in full to the Board all unpaid Common Charges and other amounts required by the Board to be paid and theretofore assessed by the Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against its Units, other than Permitted Mortgages. Each Unit Owner shall notify the Managing Agent at least five (5) business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts.

8.10 Mortgage of Units. Subject to Article 7 and Section 8.10, each Unit Owner shall have the right to mortgage its Unit without restriction.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, then, subject to the provisions set forth below, the Board will arrange for the prompt repair and restoration of the part of the Common Elements affected by such taking. The award made for any such taking shall be payable to the Board, provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee (as defined in Section 12.7 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be: (a) borne and shared by all Unit Owners with respect to any taking of General Common Elements pro rata in accordance with their respective Common Interests percentages; and (b) borne and shared by all Unit Owners with respect to any taking of the Limited Common Elements pro rata in accordance with their respective Common Interests percentages; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if seventy-five percent (75%) or more of the Limited Common Elements and/or General Common Elements, in the aggregate, are so taken, such repairs or restorations shall not be made unless at least eighty percent (80%) in both number and aggregate Common Interests or more of all affected Unit Owners (including Sponsor or its designee, if they shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the repairs and restoration shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any condemnation awards shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit pursuant to an appraisal of fair market values to be performed by a panel of three (3) independent appraisers (all of whom shall be selected by the Board); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than 60 days after the date notice is given of such taking. Any dispute between the Board and a Unit Owner under this Article 9 shall be settled by Arbitration (as provided in Article 11).

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Board (or the Managing Agent) shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges and other amounts required by the Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Board to all Unit Owners, and to all Permitted Mortgagees of Units, who have requested the same in writing. The cost of such report submitted by the Board shall be paid by the Unit Owners as a Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans on file with the New York City Department of Finance, 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 their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Except as may otherwise be expressly provided in the Condominium Documents, any arbitration provided for in the Condominium Documents ("Arbitration") shall be expedited arbitration conducted before one (1) arbitrator in New York City by JAMS or any successor organization thereto, in accordance with its "Streamlined Arbitration Rules and Procedures" then in effect; the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction; provided that, in the case of Arbitration of issues arising under Section 6.4 and 6.5, the arbitrator shall be a real estate professional, having ten (10) or more years' experience in the field of Manhattan residential real property. In the event that JAMS shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one (1) arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and

expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Sponsor or its designee is required under the Condominium Documents, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Units.

12.2 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.4 Conflict. In the event the provisions of these By-Laws or the provisions of the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 Certain References.

12.5.1 A reference in these 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.

12.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these By-Laws in their entirety and not to the particular provision in which the terms are used.

12.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.5.4 Unless otherwise expressly stated herein to the contrary, all references herein to dollar amounts shall be adjusted from time to time, after the date this Declaration is entered into, to reflect any increase in the cost of living, as

reflected by an increase in the CPI Increase Factor. The term "CPI Increase Factor" as used herein shall mean an increase proportionate to any increase in the cost of living from and after 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.

12.6 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Legal Requirements.

12.7 Insurance Trustee. The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a commercial bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more, subject to increase by the CPI Increase Factor. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. Notwithstanding the foregoing, for so long as Sponsor's Construction Loan is outstanding, Sponsor shall have the right to designate Sponsor's Construction Lender to serve as Insurance Trustee.

12.8 Successors and Assigns. The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of some or all then Unsold Units. Subject to the foregoing, Sponsor or its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, sale, lease, assignment or otherwise. The rights and/or obligations of the Unit Owners or their designees as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of such Unit Owners or their designee(s). Subject to the foregoing, any Unit Owner or its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, sale, lease, assignment or otherwise.

12.9 Covenant of Further Assurances.

12.9.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the

expense of any such other party or the holder of a lien on its Unit requesting the same, execute, acknowledge and deliver to such other party or the holder of a lien on its Unit such instruments, in addition to those specifically provided for herein, and take such other action, as such other party or the holder of a lien on its Units may reasonably request, to effectuate the provisions of these By-Laws 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.

12.9.2 If any Unit Owner or any other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of written request therefor, to take any action which such Unit Owner or other party is required to perform pursuant to these By-Laws, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take action upon the recipient's failure or refusal to perform) then the Board is hereby authorized, as attorney-in-fact, coupled with an interest, on behalf of such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to 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.

ARTICLE 13

AMENDMENTS TO CONDOMINIUM DOCUMENTS

13.1 Amendments by Unit Owners.

13.1.1 Subject to the terms of this Section 13.1, these By-Laws and the Declaration, with respect to amendments, modifications, additions or deletions to any provision contained in an applicable Condominium Document (for purposes of this Article 13, each a "Modification") affecting, among other things, Sponsor (or its designee), any Unsold Units, as the case may be, and provided that required consents of the Mortgagee Representatives, if any, are obtained: (a) any Modification affecting only the Units or the Unit Owners shall be effective upon the affirmative vote of at least sixty-six and 2/3 percent (66-2/3%) in number and in Common Interest of all Unit Owners; provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgagee Representative, if any; (b) any Modification affecting only the Common Elements or all Unit Owners shall be effective upon the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) in number and in Common Interest of all Unit Owners; provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgagee Representative, if any.

13.1.2 Subject to the provisions contained herein or in the Declaration with respect to Modifications affecting Sponsor (or its designee), any Unsold Units, each duly adopted Modification shall be executed by the Board, as

attorney-in-fact, coupled with an interest, for the Unit Owners and the Board is hereby authorized by Sponsor to so act as their attorney-in-fact and shall be effectuated by an instrument recorded in the City Register's Office and the same shall not be effective until so recorded.

13.2 Amendments Affecting Sponsor or its Designee.

13.2.1 Notwithstanding any provision contained herein to the contrary, no Modification shall be effective in any way against: (a) Sponsor or its designee, for so long as Sponsor or its designee is the owner of one or more Units, or any Unsold Unit, unless Sponsor or its designee, as applicable, has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

13.2.2 If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with Article 9 of the Declaration, then Sponsor or its designee shall have the right to execute, or (upon its request) to require any other Unit Owner or the Board to execute, and record in the City Register's Office and elsewhere, if required by Legal Requirements, a Modification to the Declaration (together with such other documents as Sponsor or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests in the Common Elements resulting therefrom, all without the approval of the Board, any other Unit Owners or the Mortgagee Representative(s), if any.

13.3 Deemed Approval Provision.

13.3.1 Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, the By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification), if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such

amendment or modification. The foregoing shall not apply to notices given to Sponsor or any other holder of Unsold Units requesting the Sponsor's or such holder's consent to a proposed amendment or modification.

13.3.2 Any designation made pursuant to this Section 13.4.2 shall be effective within ten (10) days after notice thereof is given to the Board, the Unit Owner(s) and the Insurance Trustee.

EXHIBIT A

RULES AND REGULATIONS OF

_____

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose by Unit Owners and their invitees other than the respective purposes for which they were intended. There shall be no blocking of entranceways, passageways or vestibules, and no waiting or loitering in the lobby and no double parking of limousines, trucks or cars in the front of the Building.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of any Units of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, fire landings of or serving the Building.

4. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner, except as otherwise expressly provided in the By-Laws.

5. Each Unit Owner shall keep his or her Unit (and any Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Unit, unless otherwise required by applicable Legal Requirements and as approved by the Board. However, each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove the same until permitted by applicable Legal Requirements and in any event, without full knowledge of the Managing Agent. Unit Owners are not permitted to hang window treatments from the window wall or frame. All window treatments must be secured either from the ceiling above the window or the adjacent wall. All window treatments must have a neutral-colored backing on the sides facing the windows of the Unit.

7. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Unit or anywhere in or on the Building, except such as are permitted pursuant to the Condominium

Documents or shall have been approved in writing by the Board or the Managing Agent; nor shall anything be projected from any window of any Unit.

8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board; and no "window" air-conditioners of any kind shall be permitted.

9. All radio, television or other electrical or electronic equipment of any kind installed or used in any Unit shall comply with all rules, regulations, requirements and recommendations of the New York Board of Fire Underwriters and governmental or public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical or electronic equipment in such Unit Owner's Unit.

10. No mopeds, motorcycles, bicycles, scooters or similar vehicles shall be taken into or from the Building through the main Building entrance or be allowed in the lobby or in the passenger elevator, except in the case of a bicycle, such bicycle is being taken to or from the residents' bicycle storage area, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, vestibules, corridors or other public areas of the Building. The service entrance is the only means by which bicycles should be transported in and out of the Building. Unit Owners or occupants of a Unit (including children) will be subject to a fine of $50 per person each time that they or their guests are found in the lobby with a bicycle, scooter or tricycle or wearing rollerblades.

11. No Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. Without limiting the foregoing, no Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, stereo system, or radio or television set or other loudspeaker in such Unit Owner's Unit between 10:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency or is being performed by or on behalf of the owner of any Unsold Units, by Sponsor or its designee.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board or Managing Agent in their sole discretion, at any time, for cause. Notwithstanding the foregoing, a Unit Owner may keep as pets in his or her Unit not more than two (2) domestic dogs, domestic cats, caged birds and fish, provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event

shall any bird, reptile, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the Managing Agent of the Building for that purpose, or in any of the public portions of the Building, unless carried or on a leash. Any Unit Owner in the public portions of the Building with an animal that is unleashed and not carried shall be fined $50. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board, which agreement may set forth such other rules regarding pets as the Board shall deem suitable and require the Unit Owner to indemnify, defend and hold harmless the Building, the Board, all Unit Owners and the Managing Agent of the Building from all claims and expenses resulting from the acts or presence of such pet.

13. Service personnel, messengers and tradespeople visiting or residing in the Building may be required to use the service elevator for ingress and egress, and shall not use the main passenger elevator for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use the main passengers elevator when accompanying the Unit Owner, guest or tenant.

14. All service and delivery persons will be required to use the service entrances to the Building. All packages, including, without limitation, those containing perishable items, delivered to Units by outside personnel must be delivered to the area therefor designated by the Board or the Managing Agent. Deliveries will be made from such area to individual Units only by Building personnel as otherwise directed by Building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Unit is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than twenty-four (24) hours. After said twenty-four (24) hour period, the perishable item shall be disposed of by Building personnel. Building personnel will not be responsible for packages held in the package room for more than seventy-two (72) hours. No large deliveries will be accepted for a Unit Owner (or occupant of a Unit) unless such Unit Owner (or occupant) has made prior arrangements with the Building staff.

15. Trunks and heavy baggage shall be taken in or out of the Building by the service elevator, and through the service entrance only.

16. No refuse shall be removed from the Units except at such times and in such manner as the Board or the Managing Agent may direct.

17. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Building shall send any employee of the Building or of the Managing Agent out of the Building on any private business.

19. The agents of the Board or the Managing Agent, and any contractor or worker authorized by the Board or the Managing Agent and accompanied by an agent of the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Board or the Managing Agent shall retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the Condominium Documents, and the Unit Owner has not furnished a key to the Board or the Managing Agent, then the Board or the Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Unit Owner's property).

22. Complaints regarding Building services shall be made in writing to the Board or to the Managing Agent.

23. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

24. If any key or keys are given or lent by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit, automobile, trunk or other item of personal property, the use of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Nothing shall be done or kept in any Unit which would increase the rate of insurance of the Building or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on the Building or which would be in violation of any Legal Requirements. No waste shall be committed in the Common Elements.

26. Unit Owners shall comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Board may designate from

time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other rules and regulations regarding the recycling and disposal of trash. Any costs incurred by the Board to enforce the rules and regulations of the Board or the requirements of applicable Legal Requirements regarding the recycling of trash against a Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Unit Owner as additional Common Charges. Unit Owners will comply with the following procedures with respect to the disposal of refuse: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the designated refuse area; (d) crush into tight bundles all loose papers before placing the same in the designated refuse area; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the designated refuse area must be picked up directly from the Unit by Building personnel at such times and in such manner as the Board or the Managing Agent shall determine.

27. Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards and notices of emergency access and egress.

28. Except as otherwise expressly provided in the Condominium Documents, Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. The Board shall have the right from time to time to relocate any portion of the Common Elements used by the Building for storage or service purposes.

30. All firearms are banned from the Building. No Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall at any time have or harbor firearms while in the Building, except as approved by the Board.

31. No Unit Owner, tenant or occupant of a Unit shall conduct any group tour, exhibition or open house of any Unit or its contents or any auction sale in any Unit, without the prior consent of the Board or the Managing Agent.

32. In the event that any Unit is used for home occupation purposes or other purposes which are permitted by Legal Requirements or court order, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

33. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board, at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

34. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the

judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or other occupant.

35. Notwithstanding any references to "Unit Owner" in these Rules and Regulations, the Rules and Regulations of the Condominium shall be binding upon all tenants, guests and other occupants of the Condominium. Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Units.

36. With respect to any Unit to which there is a Terrace/Balcony appurtenant, the following additional Rules and Regulations shall apply: All furniture must be "patio/terrace" furniture which is rust-proof and any planting/landscaping must comply with all Legal Requirements, however no furniture, planters, or plants are to be placed or stored on any Balcony that is a juliet balcony. Plants may not exceed the total weight allowance of 100 pounds and must be planted in water-proof containers so as not to cause water leakage. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. All Terraces/Balconies must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Unit Owner shall not remove any of the above items by putting them over the Terrace/Balcony walls, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace/Balcony wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on any Terrace/Balcony; any appropriate furniture including tables, chair cushions and umbrellas may be left on the Terraces/Balconies only if properly secured. No items can be placed on the Terrace/Balcony parapet wall and/or railing. In no event shall any Unit Owner be permitted to enclose any Terrace/Balcony (except to the extent that such Terrace/Balcony was enclosed by Sponsor) or erect any structure on any Terrace/Balcony. No portion of any Terrace/Balcony may be painted, cemented or changed in any fashion from its original appearance. No carpeting may be placed on any Terrace/Balcony. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any Terrace/Balcony. No unattended animals, which include but are not limited to dogs, cats, birds, are allowed on any Terrace/Balcony.

37. Unless expressly authorized by the Board in each case, at least eighty percent (80%) of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

38. With respect to any lease (and lease renewal) which, pursuant to the By-Laws, is subject to the Board's review and right of first refusal, a fee for any such lease (or renewal of a lease) as determined by the Board from time to time, shall be payable. Any such Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease

renewal) to the Managing Agent will have thirty (30) days from the date notified by the Managing Agent to submit the lease or the renewal. In the event that any such Unit Owner does not submit such lease or lease renewal to the Board within such thirty (30) day period, such Unit Owner shall be subject to a fine as determined by the Board from time to time, and further action by the Board.

39. Horseplay, ball playing, running or objectionable behavior (such as the use of loud boisterous, obscene, or offensive language) in any amenity area of the Building is strictly prohibited.

40. Violations of these Rules and Regulations will result in a fine in an amount to be determined by the Board from time to time levied against the offending Unit Owner (or Unit Owner responsible for the offending party) for each violation. Continued violations may result in suspension or revoking of a Unit Owner's privilege to use the various Building amenities by the Board.

41. For purposes of these Rules and Regulations, "Unit Owner" is deemed to include a spouse of a Unit Owner, or children's caregiver who is over the age of eighteen (18), as well as any resident living in the Building pursuant to a lease.

42. The Buildings smoking policy is annexed hereto as Schedule 1.

SCHEDULE 1

SMOKING POLICY

(PURSUANT TO NEW YORK CITY LOCAL LAW 147 OF 2017)

1. The term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.

2. No Unit Owner, tenant, occupant, or any other person (including, but not limited to, invitees, guests or contractors) occupying or visiting a Unit shall smoke in any common area of the building, including, but not limited to: entrances, elevators, hallways, basement, stairwells, fire stairs, laundry rooms, amenity spaces, roof decks, courtyards, gardens, driveways, and within a radius of 30 feet outside all entrance doors of the building (all of the foregoing collectively "Prohibited Smoking Locations").

3. Persons may smoke within a Unit, and on a Terrace or Balcony exclusive to a Unit, as long as such smoking does not trigger complaints of smoke odors permeating into other Units or common areas of the Building. If the Condominium receives, and notifies the Unit Owner of, complaints regarding smoke odors permeating from his/her Unit, or its Terrace or Balcony, into other Units or common areas of the Building, the Unit Owner will, solely at his/her expense, take all steps necessary to cause such complaints to cease, including but not limited to sealing holes, gaps and cracks in the Unit, installing air purifiers, and creating necessary pressure differentials.

4. Each Unit Owner shall inform his/her household staff, co-occupants and guests of this policy.

5. A Unit Owner who leases his/her Unit shall include a copy of this policy as an attachment to such lease.

6. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

7. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the bylaws of the Condominium.

8. This smoking policy shall be deemed part of the Rules and Regulations of the Condominium and shall be included in the purchase and leasing waiver application packages of the Condominium, and as part of all leases of Units in the Condominium.

EXHIBIT "8"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPAL

September 29, 2020

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

Re: 378 WEST END AVENUE CONDOMINIUM
378 West End Avenue, New York, New York

The undersigned 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 responsibilities for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

(SIGNATURE PAGE TO FOLLOW)

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

PRINCIPAL:

_____
Kenneth S. Horn

NOTARY FOR Kenneth S. Horn

Sworn to before me this 1ST day
of OCTOBER, 2020

_____
Notary Public

JALAINE DENIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6335624
Qualified in Bronx County
Commission Expires January 19, 2024

EXHIBIT “9”

CERTIFICATION OF SPONSOR'S ARCHITECT

CERTIFICATION BY ARCHITECT

September 16, 2020 ~~, 2019~~

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1413

Re: **378 West End Avenue Condominium**
378 West End Avenue, New York, New York

Gentlemen:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by COOKFOX Architects dated September 16, 2020 and prepared the Report dated September 16, 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 architect 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 with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of

the property as it will exist upon completion of construction 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 the reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

REGISTERED ARCHITECT
RICHARD A. COOK
078596-1
STATE OF NEW YORK

By _____
Name:
Title:

Sworn to before me this 16
day of September, 2019

Sandra Vega
Notary Public

SANDRA VEGA
Notary Public - State of New York
No. 01VE6154434
Qualified in Suffolk County
My Comm. Expires Oct. 23, 2022

2252528

EXHIBIT "10"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

DouglasElliman EST. 1911
PROPERTY MANAGEMENT

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF BUDGET

New York State Department of Law
Real Estate Financing Bureau
28 Liberty Street, 22nd Floor
New York, New York 10005

Re: 378 West End Avenue Condominium
378 West End Avenue
New York, New York ("Property")

November 6, 2019

Dear Sir/Madam:

The sponsor of the condominium-offering plan for the captioned Property retained our firm to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. Douglas Elliman Property Management is involved in the management of a significant number of Cooperatives, Condominiums and Rental Properties in the greater New York metropolitan area consisting of approximately 300 properties containing approximately 45,000 residential units. Douglas Elliman Property Management and its predecessors have been engaged in the management of Cooperatives, Commercial and Rental Properties for more than 20 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed Schedules B and B-1 and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that Schedules B and B-1:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

DOUGLAS ELLIMAN PROPERTY MANAGEMENT

By:_____
Name: Eli S. Garber
Title: Vice President

Sworn to before me this 6th day of November, 2019

Notary Public

DONNA M. CHIN
NOTARY PUBLIC, State of New York
No. 01CH5078927
Qualified in Kings County
Commission Expires 7/16/2023

EXHIBIT "11"

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

THIS AGREEMENT made this 29th day of September 2020, between 378 WEA Owner LLC ("SPONSOR"), as sponsor of the Offering Plan (defined below) and Schwartz Sladkus Reich Greenberg Atlas LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for premises known as 378 West End Avenue, New York, New York (the "Offering Plan"); and

WHEREAS, Schwartz Sladkus Reich Greenberg Atlas LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

A ESTABLISHMENT OF THE ESCROW ACCOUNT.

a. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at Signature Bank, N.A., located at 950 Third Avenue, 9th Floor, New York, New York 10022 entitled Schwartz Sladkus Reich Greenberg Atlas LLP, Escrow Account No. _____ (the "Master Escrow Account").

b. All Deposits will be placed initially in a non-interest-bearing checking portion of the Master Escrow Account. At such time as ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow savings account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest-bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

c. Partners or attorneys employed by ESCROW AGENT are the sole signatories on the Master Escrow Account.

d. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

e. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event Purchaser defaults.

B DEPOSITS INTO THE ESCROW ACCOUNT.

a. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Schwartz Sladkus Reich Greenberg Atlas LLP, as Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

b. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

C RELEASE OF FUNDS.

a. Consummation of the Offering Plan does not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

b. ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser or (b) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

c. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

d. In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

e. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

D RECORDKEEPING.

a. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven years after release of the funds.

b. Upon the dissolution of ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

c. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

E GENERAL OBLIGATIONS OF ESCROW AGENT.

a. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

b. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

c. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

d. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

e. 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.

f. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

F RESPONSIBILITIES OF SPONSOR.

a. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a member of or employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

b. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

c. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

G TERMINATION OF AGREEMENT.

a. This Agreement shall remain in effect unless and until it is canceled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all shares or units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

b. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

H SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

I GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. 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.

K SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

L INDEMNIFICATION.

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 this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself

M ENTIRE AGREEMENT.

This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:
SCHWARTZ SLADKUS REICH GREENBERG ATLAS LLP

Jeffrey M. Schwartz

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

EXHIBIT "12"

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "13"

FORM W-8

Form **W-8BEN**

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• You are a person acting as an intermediary	W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6 Foreign tax identifying number (see instructions)

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY)

Print name of signer | Capacity in which acting (if form is not signed by beneficial owner)

EXHIBIT "14"

SECTION 339-KK OF THE REAL PROPERTY LAW

NEW YORK REAL PROPERTY LAW § 339-kk

§ 339-kk. Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the Common Charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers have been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for Common Charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR'S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§5. This act shall take effect immediately and is applicable to all cooperative corporations and condominiums in existence on or after such date.

EXHIBIT "15"

INTERIM LEASE

INTERIM LEASE

This Agreement of **INTERIM LEASE** (the "Lease"), made as of the _____ day of _____, between 378 WEA Owner LLC., a Delaware Limited Liability Company ("Sponsor") and _____ (collectively, "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Contract") for the sale of **Unit** __ ("Unit") in the building located 378 West End Avenue New York, New York 10024 ("Building"), commonly known as 378 WEST END AVENUE CONDOMINIUM; and

WHEREAS, the Unit is ready for occupancy; and

WHEREAS, Purchaser is in need of housing and Seller has offered to permit Purchaser to enter into possession of the Unit in the Building prior to the closing of title on the Unit; and

WHEREAS, Purchaser desires to occupy the Unit prior to closing of title on the Unit.

NOW, THEREFORE, it is mutually consented and agreed as follows:

1. Letting of Premises. Seller hereby leases to Purchaser, and Purchaser hereby rents the Unit from Seller upon and subject to the terms and conditions hereinafter set forth.

2. Term. The term ("Term") of this Lease shall commence upon the date hereof and shall be a month to month lease which shall terminate on the date of closing of title to the Unit under the Contract or upon the default of the Purchaser as hereinafter set forth, whichever occurs first. Purchaser acknowledges and understands that this Lease may not be renewed or extended and that if Purchaser does not purchase the Unit as provided in the Contract, Purchaser must vacate the Unit upon the expiration or earlier termination of this Lease. In the event that Purchaser does not vacate the Unit on or before said date, Purchaser shall pay to Seller the sum of $1,000.00 per day for each day Purchaser remains in possession of the Unit beyond said date, as and for liquidated damages and that such sum may be taken out of the downpayment in the Contract.

3. Rent. The rent to be paid by Purchaser to Seller shall be the unabated real estate taxes and common charges for the Unit in the amount of **$**_____ per month, payable by Purchaser on the date the Lease is executed and on the first calendar day of each month thereafter.

4. Additional Rental. Purchaser shall be responsible, at Purchaser's sole cost and expense, for providing to the Unit all electricity, telephone, and other utilities desired by Purchaser throughout the Term, and Purchaser shall make payment therefor directly to the third party suppliers thereof as and when bills are rendered. If Seller is required to pay any charges

for such utilities, Seller may bill Purchaser therefor, and the charges shall be payable by Purchaser to Seller within three (3) business days after receipt by Purchaser from Seller of a bill therefor. All such sums shall be deemed to be additional rent under this Lease. Purchaser agrees to reimburse Seller for any such sums billed after the expiration of the Term of this Lease.

5. Seller shall allow buyer to occupy the Unit, such early possession and occupation is in no way intended to constitute a tenancy of any kind and is simply at the will of the Seller for the personal convenience of the Purchaser.

6. Use of Premises. The Unit shall be used by Purchaser only for purposes permitted under the Certificate of Occupancy and for no other purpose. The sole occupants of the Unit shall be the Purchaser and its immediate family.

7. Condition of Premises. Purchaser represents that it has made a thorough examination and inspection of the Unit and is familiar with the condition thereof. Purchaser agrees that it enters into this lease without any representations or warranties by Seller or its agents, representatives, brokers or any other person as to the present or future condition of the Unit, the appurtenances thereto or any improvements therein. Purchaser agrees to accept the Unit "as is" in its condition at the time possession is given to Purchaser, and Seller shall not be required to do any work or make any repairs, replacements or alterations therein whatsoever.

8. Indemnity. Purchaser agrees to indemnify and save Seller and its successors and assigns harmless from and against any and all claims, demands, judgments, actions, damages, expenses and costs whatever (including reasonable attorneys' fees) arising from any work or thing done in the Unit or from any act or negligence of Purchaser or any of Purchaser's agents, contractors, employees, licensees or invitees of Purchaser, or arising from any accident, injury or damage whatsoever to any person or property occurring in the Unit from and after the date hereof. Purchaser shall resist or defend any action or proceeding brought against Seller by reason of any of the above by counsel reasonably satisfactory to Seller at the sole cost and expense of Purchaser. If Purchaser fails to resist or defend the same, Seller may do so or, upon not less than five (5) days' notice to Purchaser, may settle or compromise the same, and, in such event, Purchaser shall pay Seller as additional rent hereunder all payments made by, and expenses and reasonable counsel fees of Seller.

9. Assignment and Subletting. Purchaser, for itself and its successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublet the Unit or any part thereof. Any attempted assignment or sublease shall be void as against Seller and shall be a default under this Lease.

10. Alteration, Surrender. (a) Purchaser shall not make any alterations or enclosures in the Unit or the Building, or any alterations or additions to the water, gas, heating, air conditioning or electrical systems or any other installment or facility in the Unit or the Building.

(b) If the floors are carpeted, Purchaser shall keep the carpet clean. If the floors are made of wood or other non-carpeted material, Purchaser shall repair any scratches or nicks in the floor promptly after they have been made. Purchaser may not hammer into the walls

unless Purchaser removes the insertion and repairs the damage (including spackling and repainting) before vacating the Unit.

(c) If Purchaser does not purchase the Unit for any reason, Purchaser shall surrender the Unit on the expiration date in good condition, broom clean and free of all of Purchaser's furniture, fixtures and personal belongings. Purchaser shall repair all damage caused by removal of Purchaser's property from the Unit.

11. Default. Purchaser shall be in default under this Lease if Purchaser fails to perform any obligation under this Lease within ten (10) days after Purchaser becomes aware (or should have become aware) that the obligation has arisen. If Purchaser shall default under the Contract, Purchaser shall also be in default under this Lease.

If Purchaser is in default, Seller may take any or all of the following actions: (i) Seller may retain the full amount of the Down Payment under the Contract as liquidated damages; (ii) Seller may cure Purchaser's default on Purchaser's behalf and add the cost of cure to the next installment of Rent; (iii) Seller may terminate this Lease on thirty (30) days' notice and remove Purchaser, by force or otherwise, from the Unit, and (iv) Seller may take any other action at law or in equity in order to enforce Seller's rights and cure Purchaser's default under this Lease. All costs of enforcing Seller's rights under this section, including reasonable attorneys' fees and disbursements, shall be deemed additional rent. Notwithstanding any action taken by Seller, Purchaser will remain liable for the performance of its obligations under this Lease. In the event of a default by Purchaser hereunder, Purchaser shall be considered in default under the Contract as well and Seller is entitled to such remedies as are provided for under the Contract.

12. Quiet Enjoyment. Upon paying the rent and all other sums and charges as herein provided, and observing all covenants, agreements and conditions of this Lease on its part to be observed, Purchaser shall quietly have and enjoy the Unit subject to the provisions of this Lease, the Declaration of Condominium, the By-Laws and House Rules.

13. Broker. Purchaser represents and warrants to Seller that it dealt with no broker, finder or similar agent in connection with this Lease. Purchaser agrees to indemnify and hold Seller harmless from any cost or expense, including without limitation reasonable attorney's fees, arising out of the claim of any broker, finder or similar agent alleging to have dealt with Purchaser in connection with this Interim Lease.

14. Intentionally Omitted.

15. Insurance, Damage. (a) At all times during the Term hereof, Purchaser shall carry such hazard insurance and liability insurance naming Seller as an additional insured as Seller may reasonably require and shall furnish Seller with certificates thereof. Purchaser shall obtain casualty insurance policies covering Seller's (and, at Purchaser's option), Purchaser's property on the Unit. All policies shall provide that all claims other than those relating to Purchaser's property shall be adjusted by and payable to Seller. All policies shall provide that they cannot be canceled except on thirty (30) days' notice to Seller and shall contain a waiver of the insurer's

right of subrogation against Seller. Purchaser waives any right against Seller arising out of any loss or damage to Purchaser's property.

(b) Purchaser shall notify Seller promptly if the Unit is damaged. All insurance proceeds shall be paid to Seller and shall be disbursed by Seller. Any balance remaining shall be Seller's property. If the Unit is damaged materially, Seller shall have the right to cancel this Lease on thirty (30) days' notice. Upon cancellation, the parties will be released from all further liability under this Lease. Purchaser waives all rights to any damage award in connection with the Unit other than for Purchaser's property.

16. Personal Property. Purchaser covenants and agrees to take good care of all of fixtures, appliances and any other personal property contained in the Unit and if Purchaser fails to close, to surrender them at the expiration of this Lease in the same condition they are in on the date hereof.

17. No Rent Stabilization. Neither this Lease nor the Unit is or shall become subject to the Rent, Eviction and Rehabilitation Regulations, Rent Stabilization Law, Emergency Purchaser Protection Act of the City of New York, Interim Multiple Dwelling Law or any other rent or eviction regulations pertaining to apartments and lofts in the City of New York, and Purchaser expressly acknowledges the same and waives any application thereof.

18. Access. If Purchaser fails to close, Seller may have access to inspect the Unit, or to show it for sale.

19. General Provisions. (a) *No Waiver.* No waiver by Seller or Purchaser of any breach of any agreement or provision herein contained shall be deemed a waiver of any other breach thereof or of any other agreement or provision herein contained.

(b) *Notices.* All notices, demands or other communications given under this Lease shall be in writing and delivered in person or mailed by hand delivery or reputable overnight courier, and shall be deemed given when delivered to Seller or Purchaser, respectively, at the address shown above or to such other addresses as may be designated by the respective parties by like notice.

(c) *Merger.* This Lease, including any exhibits (or riders containing additional provisions and initialed for identification) annexed hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior understandings, if any, with respect thereto. This Lease may not be modified except by written instrument signed by the party to be charged. This Lease may be executed in counterparts, each of which shall be deemed an original.

(d) *Successor and Assigns.* This Lease shall be binding on Seller and Purchaser, their successors and assigns, except that this Lease will be deemed canceled immediately upon the death of Purchaser.

(e) *Counterparts; Facsimile Signatures.* This Lease may be executed in counterparts which, when taken together, shall constitute one document. Signatures transmitted by facsimile or PDF shall be considered originals and shall be binding upon the parties hereto.

(f) *Interpretation.* As used in this agreement, the following terms have the following meaning: (i) "including" means "including but not limited to"; (ii) "or" means "and/or"; and (iii) anything permitting or requiring a party to take action shall permit or require the party to cause the action to be taken, and anything permitting or requiring a party to forbear from taking an action, shall also permit or require the party to cause the action to be forborne.

(g) *Waiver of Jury Trial.* Purchaser hereby waives the right to trial by jury of any matter or dispute arising from, through, or under this Lease.

(h) *Subordination.* This Lease is subject and subordinate to all mortgages which may now or hereafter affect this Lease or the real property of which the Unit is a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This paragraph shall be self-operative, and no further instrument of subordination shall be required by any mortgagee affecting any lease or the real property of which the Unit is a part. In confirmation of such subordination, Purchaser shall execute promptly any certificate that Seller may request.

IN WITNESS WHEREOF, Seller and Purchaser have respectively signed and sealed this Lease as of the day and year first above written.

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

PURCHASER:

_____

EXHIBIT "16"

STORAGE UNIT LICENSE AGREEMENT

STORAGE UNIT LICENSE AGREEMENT

Storage Unit Number: _____

Purchase Price: _____

AGREEMENT made this ____ day of _____, 202__ (this "Agreement") by and between 378 WEA Owner LLC., having an address at c/o Alchemy Properties Inc., 800 Third Avenue, 22nd Floor, New York, New York 10022 ("Sponsor"), the **Board of Managers of 378 WEST END AVENUE CONDOMINIUM**, having an office at _____ (the "Board;" the Sponsor and the Board shall collectively be referred to as "Licensor"), and _____, having an address at _____, ("Unit Owner or Licensee");

WHEREAS, 378 WEST END AVENUE CONDOMINIUM (the "Condominium) is managed by the Board and is governed by that certain Declaration dated _____, and recorded on _____ in the Office of the City Register of the City of New York, New York County (the "**City Register**") as City Register File Number _____ and Maps, certified by _____. on _____, approved by The Tax Map Unit of the City of New York on _____ and recorded in the City Register on _____ as City Register File Number _____ (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 all terms not separately defined herein shall have the definitions prescribed to such term in the Condominium Documents; and

WHEREAS, in a portion of the Condominium, there are areas designated as the Storage Area (collectively, "**Licensed Areas**"); and

WHEREAS, in these Licensed Areas, Storage Units have been allocated for use by permitted Unit Owners (the "**Storage Unit**"); and

WHEREAS, Unit Owner owns or simultaneously herewith is acquiring a Residential Unit in the Condominium; and

WHEREAS, Unit Owner desires the right to the exclusive use of the Storage Unit designated as **Storage Unit** _____ **in** the floor plan annexed hereto as Exhibit A for so long as Unit Owner owns a Residential Unit in the Condominium;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Licensor hereby grants to Unit Owner a license for the exclusive use of the Storage Unit ("**License**") and Unit Owner hereby accepts such License for a term commencing on the date hereof, subject to the terms and conditions set forth herein.

2. In connection with Licensee's execution of a Purchase Agreement for a Residential Unit, Licensee has tendered a check made payable to the order of "_____" in the amount of $_____, constituting the deposit for the License (the "**License Deposit**"), and the balance of the fee for the License is made payable to the order of "_____" in the amount of $_____ ("**License Fee**"), due on the Closing Date of the Residential Unit being acquired by Licensee.

3. The License Fee is payable herewith by unendorsed certified check, or official bank check, in either event drawn on a bank to which checks are presented for payment through the New York Clearing House Association or at _____ option, by wire transfer, payable to the order of the _____.

4. A Storage Unit 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 any Storage Unit. A Storage Unit cannot be licensed independently of a Residential Unit. As set forth herein below, the Storage Unit may not be assigned, leased or otherwise rented to a person who is not a Residential Unit Owner or his or her designated tenant.

5. Unit Owner shall not (a) store any property outside of their designated Storage Unit; or (b) allow any other person to use the License except in accordance with the terms hereof.

6. The License may be assigned by Unit Owner at any time provided: (i) the assignee is a Unit Owner at the Condominium; (ii) the assignee assumes the obligations hereunder; (iii) notification of the assignment is delivered in writing to the Board in compliance with its requirements; and (iv) no outstanding money is owed to the Board. The License shall automatically terminate at such time as the Unit Owner 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 Unit Owner, the Board shall have the right to designate the successor licensee and retain any payment made for the License.

7. Unit Owner represents that it accepts the Storage Unit in its "as-is" condition as of the date of this Agreement. Unit Owner shall throughout the term of this Agreement, take good care of and maintain the Storage Unit. All repairs and replacement to the Storage Unit shall be performed by the Board and the cost and expense thereof shall be borne by the Unit Owner as a Special Assessment pursuant to the Condominium Documents. Neither Sponsor nor the Condominium shall be liable for any theft or damage to any property stored in the Storage Unit.

8. 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.

9. If Unit Owner defaults in its obligations hereunder or under the Condominium Documents, including, but not limited to the Unit Owner's failure to pay the Common Charge assessed against his or her Unit, the Board may, in addition to the rights and remedies set forth in the Condominium Documents: (i) deny access to and use of Storage Unit until Unit Owner cures such default; or (ii) terminate this Agreement upon written notice to Unit Owner and remove Unit Owner's contents from the Storage Unit.

10. The Board or its agents shall have the right (but not the obligation) to open the Storage Unit in an emergency at any time, and, at the other reasonable times upon prior notice to Unit Owner, to inspect and examine the Storage Unit and to make such repairs, replacements and improvements as the Board shall deem necessary.

11. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Unit or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Unit Owner with respect to this Agreement.

12. Unit Owner shall indemnify and hold the Licensor, its 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 Unit Owner or Unit Owner's family, servants, employees, agents, guests and invitees in connection with the License.

13. Unit Owner shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in connection with this Agreement or in defending the rights of the Licensor under this Agreement, or, in the event Unit Owner defaults under this Agreement beyond any applicable grace period, enforcing Unit Owner's obligations hereunder.

14. 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.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is 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.

17. 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.

18. Any failure by the Licensor to insist upon strict performance by Unit Owner 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 Unit Owner of any and all of the provisions of this Agreement to be performed by Unit Owner.

19. The Board has entered into this Agreement solely as agent for the Unit Owners. The members of the Sponsor shall have no personal liability hereunder and the members of the Board shall have no personal liability hereunder except to the extent of their liability as Unit Owners.

20. This Agreement, and any subsequent rider or amendment to this Agreement, may be executed in any number of original, PDF or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such of which shall be deemed an original and all of the counterparts but one and the same Agreement.

[The remainder of this page is intentionally left blank; signature page follows.]

CONDOMINIUM:

Board of Managers of
378 WEST END AVENUE CONDOMINIUM

By: _____
Name:
Title:

UNIT OWNER:

_____

SPONSOR:

378 WEA OWNER LLC,
a Delaware limited liability company

By: 378 WEA Mezz LLC, its sole member
By: 378 WEA JV LLC, its sole member
By: Alchemy 378 WEA LLC,
its Administrative Member

By: _____
Name: Kenneth S. Horn
Title: Manager

EXHIBIT "A"

FLOOR PLAN

EXHIBIT "17"

INSPECTION STATEMENT

EXHIBIT "A"

378 WEA Owner LLC, Sponsor-Seller

and

_____, Purchaser

INSPECTION STATEMENT

1. On the date hereof, the undersigned purchaser (s) ("Purchaser") inspected the Unit which Purchaser is acquiring from Sponsor and has found the Unit to be in good condition and releases Seller from any liabilities with respect to the Unit, except as otherwise noted below ("Punch List Work") :

_____
_____
_____
_____
_____
_____

2. Purchaser agrees to give Sponsor immediate access to the Unit to adjust, or repair, or replace, or complete the Punch List Work, all of which shall be completed by _____. Purchaser agrees to sign-off each item requiring adjustment, or repairs, or replacement, or completion, as they are completed.

3. All Punch List Work shall be performed and delivered in accordance with the provisions of the Offering Plan.

4. In the event Purchaser performs work in the Unit affecting any of the areas or items listed above after the Closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

Accepted and agreed to:

SPONSOR: PURCHASER:

378 WEA Owner LLC

By: _____ By: _____

Sponsor's Representative

EXHIBIT "18"

UNITED STATES DEPARTMENT OF TREASURY FINCEN ORDER

Financial Crimes Enforcement Network
U.S. Department of the Treasury

Washington, D.C. 20220

GEOGRAPHIC TARGETING ORDER

The Director of the Financial Crimes Enforcement Network ("FinCEN") hereby issues a Geographic Targeting Order ("Order") requiring TITLE INSURANCE COMPANY to collect and report information about the persons involved in certain residential real estate transactions, as further described in this Order.

I. AUTHORITY

The Director of FinCEN may issue an order that imposes certain additional recordkeeping and reporting requirements on one or more domestic financial institutions or nonfinancial trades or businesses in a geographic area. *See* 31 U.S.C. § 5326(a); 31 C.F.R. § 1010.370; and Treasury Order 180-01. Pursuant to this authority, the Director of FinCEN hereby finds that reasonable grounds exist for concluding that the additional recordkeeping and reporting requirements described below are necessary to carry out the purposes of the Bank Secrecy Act ("BSA") or prevent evasions thereof.[1]

II. ADDITIONAL RECORDKEEPING AND REPORTING REQUIREMENTS

A. Business and Transactions Covered by This Order

1. For purposes of this Order, the "Covered Business" means TITLE INSURANCE COMPANY and any of its subsidiaries and agents.

2. For purposes of this Order, a "Covered Transaction" means a transaction in which:

   i. Residential real property is purchased by a Legal Entity (as this term is defined in Section III.A of this Order);

   ii. The purchase price of the residential real property is in the amount of $300,000 or more in any of the following areas:

      1. The Texas counties of Bexar, Tarrant, or Dallas;

      2. The Florida counties of Miami-Dade, Broward, or Palm Beach;

[1] The Bank Secrecy Act is codified at 12 U.S.C. §§ 1829b, 1951-1959 and 31 U.S.C. §§ 5311-5314, 5316-5332. Regulations implementing the Bank Secrecy Act appear at 31 C.F.R. Chapter X.

3. The Boroughs of Brooklyn, Queens, Bronx, Staten Island, or Manhattan in New York City, New York;

4. The California counties of San Diego, Los Angeles, San Francisco, San Mateo, or Santa Clara;

5. The City and County of Honolulu in Hawaii;

6. The Nevada county of Clark;

7. The Washington county of King;

8. The Massachusetts counties of Suffolk, or Middlesex; or

9. The Illinois county of Cook;

iii. Such purchase is made without a bank loan or other similar form of external financing; and

iv. Such purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

B. <u>Reports Required to be Filed by the Covered Business</u>

1. If the Covered Business is involved in a Covered Transaction, then the Covered Business shall report the Covered Transaction to FinCEN by filing a FinCEN Currency Transaction Report, within 30 days of the closing of the Covered Transaction. Each Currency Transaction Report filed pursuant to this Order must be: (i) completed in accordance with the terms of this Order and the Currency Transaction Report instructions (when such terms conflict, the terms of this Order apply), and (ii) e-filed through the BSA E-Filing system.[2] To report a Covered Transaction, the Covered Business shall use the Currency Transaction Report template located at this link: https://bsaefiling.fincen.treas.gov/docs/GTO/RealEstate_GTO Template.pdf.

2. A Currency Transaction Report filed pursuant to this Order shall contain the information specified in this section II.B about the Covered Transaction (when completing Part I, a Covered Business should select the + field as necessary to allow for the reporting of multiple parties).

[2] In order to electronically file a Currency Transaction Report, a Covered Business will need a BSA E-Filing User account. To create a BSA E-Filing User account, please visit https://bsaefiling.fincen.treas.gov/Enroll.html. For more information on E-Filing, please visit https://bsaefiling.fincen.treas.gov/, and review the "Getting Started with BSA E-Filing" link.

Part I

3. A Covered Business must include in Part I information about the identity of the individual primarily responsible for representing the Legal Entity by selecting Field 2, box b ("Person conducting transaction for another"). The Covered Business also must obtain and record a copy of this individual's driver's license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20.

4. A Covered Business also must include in Part I information about the identity of the Legal Entity by selecting Field 2, box c ("Person on whose behalf transaction was conducted"), and also selecting the "If entity" check box.

5. A Covered Business also must include in Part I information about the identity of the Beneficial Owner(s) (as defined in Section III.A of this Order) of the Legal Entity by selecting Field 2, box c. The Covered Business must obtain and record a copy of the Beneficial Owner's driver's license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20 of the form.

Part II

6. Part II shall contain information about the Covered Transaction as follows:

    i. Field 23: Date of closing of the Covered Transaction.

    ii. Field 25.z: Total purchase price of the Covered Transaction and the method of payment (leave Fields 25 a – i blank).

Part III

7. Part III shall contain information about the Covered Transaction as follows (when completing Part III, if the Covered Transaction involves the purchase of multiple properties, a Covered Business should select the + field as necessary to allow for the reporting of multiple property addresses):

    i. Fields 33-37: Address of real property involved in the Covered Transaction.

    ii. Field 41: Total purchase price of the real property listed in Fields 33-37. This should reflect the same purchase price as Field 25.z, except where multiple properties are purchased in the same Covered Transaction. When reporting a purchase of multiple properties in the same Covered Transaction, report total purchase price in Part II, Field 25.z, and price per property in Field 41 for each property.

Part IV

8. Part IV shall contain information about the Covered Business. The Covered Business shall ensure the term "REGTO1119" remains in Field 45 of Part IV.

III. GENERAL PROVISIONS

A. Additional Definitions

1. For purposes of this Order:

   i. "Beneficial Owner" means each individual who, directly or indirectly, owns 25% or more of the equity interests of the Legal Entity purchasing real property in the Covered Transaction.

   ii. "Legal Entity" means a corporation, limited liability company, partnership or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.

2. All terms used but not otherwise defined herein have the meaning set forth in 31 C.F.R. Chapter X.

B. Order Period

The terms of this Order are effective beginning November 12, 2019 and ending on May 9, 2020 (except as otherwise provided in Section III.C of this Order).

C. Retention of Records

The Covered Business must: (1) retain all records relating to compliance with this Order for a period of five years from the last day that this Order is effective (including any renewals of this Order); (2) store such records in a manner accessible within a reasonable period of time; and (3) make such records available to FinCEN, or any other appropriate law enforcement or regulatory agency, upon request.

D. No Effect on Other Provisions of the Bank Secrecy Act

Nothing in this Order otherwise modifies or affects any provision of the regulations implementing the BSA to the extent not expressly stated herein.

E. Confidentiality

This Order and its terms are not confidential.

F. Compliance

The Covered Business must supervise, and is responsible for, compliance by each of its officers, directors, employees, and agents with the terms of this Order. The Covered Business must transmit this Order to each of its agents. The Covered Business must also transmit this Order to its Chief Executive Officer or other similarly acting manager.

G. Penalties for Noncompliance

The Covered Business, and any of its officers, directors, employees, and agents, may be liable, without limitation, for civil or criminal penalties for violating any of the terms of this Order.

H. Validity of Order

Any judicial determination that any provision of this Order is invalid does not affect the validity of any other provision of this Order, and each other provision must thereafter remain in full force and effect. A copy of this Order carries the full force and effect of an original signed Order.

I. Paperwork Reduction Act

The collection of information subject to the Paperwork Reduction Act contained in this Order has been approved by the Office of Management and Budget ("OMB") and assigned OMB Control Number 1506-0056.

J. Questions

All questions about the Order should be directed to the FinCEN Resource Center at FRC@FinCEN.gov.

Dated: November 8, 2019

_____

Kenneth A. Blanco
Director
Financial Crimes Enforcement Network
U.S. Department of the Treasury