CONDOMINIUM OFFERING PLAN FOR

THE RITZ-CARLTON RESIDENCES, NEW YORK, NOMAD

AT 1185 BROADWAY CONDOMINIUM

1185 Broadway
(Marketing Address: 25 West 28th Street)
New York, New York 10001
New York County

TOTAL MAXIMUM INITIAL PURCHASE PRICE OF THE 16 PENTHOUSE UNITS OFFERED FOR SALE HEREBY IS $87,950,000

(The Condominium has 16 Penthouse Units and 1 Hotel Unit. The 16 Penthouse Units are being offered for sale hereunder. The Hotel Unit is not being offered for sale hereunder at this time. There is no Reserve Fund or Working Capital Fund being funded by Sponsor pursuant to the terms of this Plan.)

Sponsor
RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

Selling Agent
Christie's International Real Estate
20 Rockefeller Plaza
New York, New York 10020

Date of Acceptance for Filing: _____

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

SEE PAGE (1) FOR SPECIAL RISKS TO PURCHASERS.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL THE PENTHOUSE UNITS AFTER CONSUMMATION OF THE PLAN, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE PENTHOUSE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

PURSUANT TO THE TERMS OF THE PLAN THE OWNER OF THE HOTEL UNIT WILL CONTROL THE CONDOMINIUM BOARD OF MANAGERS AND THEREFORE PURCHASERS OF PENTHOUSE UNITS WILL NEVER GAIN CONTROL OF THE BOARD UNDER THE TERMS OF THIS PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES 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.

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SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in this offering plan (the "Plan").

1. **Use Provisions**

1185 Broadway Condominium (the "Condominium") will consist of the land (the "Land") and building (the "Building", which together with the Land are collectively referred to herein as the "Property"), each more particularly described in this Plan located at 1185 Broadway (Marketing Address: 25 West 28th Street), New York, New York and will initially include: (i) 16 for-sale hotel condominium units (the "Penthouse Units"), (ii) 1 transient hotel unit (the "Hotel Unit", which together with the Penthouse Units are referred to herein as the "Units" and each, individually as a "Unit") and (iii) a limited number of common elements more particularly described in this Plan (the "Common Elements"). Only the Penthouse Units (and their appurtenant interests in such Common Elements) are offered pursuant to this Plan.

Since the Building is located in an area zoned M1-6 under the Zoning Resolution of the City of New York (the "Zoning Resolution"), each Penthouse Unit may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium's declaration (the "Declaration") and annexed by-laws (the "By-Laws", which together with the Declaration are referred to herein as the "Condominium Documents"). A copy of the zoning regulations with respect to the Property are on file at Sponsor's office. In order to comply with the use restrictions with respect to the Penthouse Units under the Zoning Resolution and otherwise, the Condominium Documents provide that no Penthouse Unit may be occupied by the owner thereof (the "Penthouse Unit Owner"), or any other individual, in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis.

The above occupancy restrictions, based upon conversations with officials of the New York City Department of Buildings ("DOB") and practices as applied to other similar properties, are provided for informational purposes. Sponsor has not undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and Sponsor makes no representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the permitted use of the Penthouse Units. A purchaser under this plan (a "Purchaser", collectively the "Purchasers") should consult with an attorney in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

The Hotel Unit (not offered hereby) may be used for any lawful purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). Neither the Board nor any Penthouse Unit Owner will have any right to restrict or limit any of the uses of, or alterations in or to, the Hotel Unit (including the storefronts thereof) which are permitted by applicable law, except as otherwise set forth in the Condominium Documents. As of the date of initial filing of this Plan with the Department of Law (the "Initial Filing Date"), it is anticipated

that the Hotel Unit will be initially owned by Sponsor and primarily operated as a hotel (the "Hotel") and will also include retail, bar/restaurant and spa facilities. As of the Initial Filing Date, it is anticipated that the Hotel will have approximately 250 guest rooms available for rental on a daily basis and hotel accessory spaces, which may include, but are not limited to, reception areas, hotel offices, hotel back-of-house areas, food and beverage areas, a fitness facility and conference and catering facilities (and uses ancillary to each of the foregoing). No representation or warranty is made with respect to the identity of the Hotel Unit Owner or the use(s) of all or any portion of the Hotel Unit. Sponsor reserves the right to sell the Hotel Unit to an affiliate or an unrelated third party either pursuant to an amendment to this Plan offering the Hotel Unit for sale or pursuant to a "no-action" letter issued by the New York State Department of Law. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. Purchasers are advised that since Sponsor anticipates that portions of the Hotel Unit will initially be used as bar/restaurant facilities and for conference and catering facilities, and given the broad spectrum of uses permitted in the Hotel Unit (including for, among other things, large gatherings), it should be noted that use of the Hotel Unit may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

(See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Board of Managers" for further discussion.)

2. **Transient Rental**

As more particularly set forth in the Condominium Documents, a Penthouse Unit Owner other than Sponsor may make its Penthouse Unit available for rental for transient occupancy (and advertise such availability) only through: (i) a direct rental made by such Penthouse Unit Owner; (ii) a licensed rental agent who appears on the Hotel Unit Owner's list (which list may be kept by the Hotel Manager on the Hotel Unit Owner's behalf) of qualified agents that possesses the objective minimum quality standards as reasonably set forth by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) from time to time (the "Rental Agent Standards"); or (iii) a rental agent selected by the Penthouse Unit Owner and approved by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion which otherwise satisfies the Rental Agent Standards. Any rental agent qualifying under clauses (ii) and (iii) of the immediately preceding sentence shall be referred to herein as a "Qualified Broker". The Rental Agent Standards shall initially require that the rental agent: (a) be licensed and bonded in accordance with applicable law; (b) conduct their business commensurate with the Hotel Standard (as hereinafter defined) then in effect; (c) be sufficiently familiar with the Condominium and the Condominium Documents, including the Rules and Regulations annexed thereto to inform potential renters; and (d) satisfy such additional standards established by the Hotel Unit Owner from time to time. Upon request, the Hotel Unit Owner shall make available to the Penthouse Unit Owners, the Hotel Unit Owner's list of Qualified Brokers and/or the Rental Agent Standards in effect at a given time. Notwithstanding anything contained herein to the contrary, the Hotel Unit Owner or any entity designated by the Hotel Unit Owner shall at all times be deemed to be a Qualified Broker. Each Qualified Broker other than the Hotel Unit Owner or its designee will be required to provide evidence of insurance held by the Qualified Broker upon request by the Board (or Hotel Unit Owner or Hotel Manager, as applicable). Any Qualified Broker must obtain all licenses and permits required under applicable law to conduct leasing activities for a Penthouse Unit Owner's Unit. Any Penthouse Unit Owner directly renting its Penthouse Unit shall at all

times comply with all applicable laws in connection with the rental of its Penthouse Unit and shall not utilize any third party rental agent or brokerage services or otherwise in connection the rental of its Penthouse Unit. Each Penthouse Unit Owner (or its Qualified Broker on its behalf) shall be responsible for collecting and remitting all taxes to the appropriate government authorities for all rental and leasing activity all as more particularly described in Special Risk 20 below. The provisions of this paragraph shall not apply to Sponsor with respect to its Unsold Penthouse Units, provided that Sponsor shall, at all times, comply with applicable law in connection with the rental of Unsold Penthouse Units. In no event shall any Penthouse Unit be used as part of or in furtherance of an Occupancy Plan or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, or as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, swap or exchange company or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole discretion. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership, private residence club and points club products, programs and services (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, arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquires a direct or indirect ownership interest, use or other rights 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).

Renting of Penthouse Units shall be subject to such reasonable requirements as the Condominium Board, the Hotel Unit Owner or the Hotel Manager, on its behalf, may impose, including, but not limited to the posting of a security deposit by each occupant thereof, requiring advance notice of arriving guests and check-in of such guests at the Hotel, the presentation of photographic identification and a credit card to be held on file for the duration of the stay prior to issuance of keys, payment of an administrative fee associated with the implementation of such procedures, limitations on the number of persons who may occupy a Penthouse Unit, and such other rules as are usual and customary in connection with the operation of a mixed-use condominium project at the Hotel Standard. Without intending to limit the restrictions on leasing set forth in the Condominium By-Laws, in no event shall any lease terms for the Penthouse Units exceed such terms as are permitted under the Zoning Resolution.

(<u>See</u> the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Board of Managers" for further discussion.)

3. **<u>Hotel Manager</u>**

It is anticipated as of the Initial Filing Date that the Hotel will be managed by a hotel operator (the "<u>Hotel Manager</u>") on behalf of the unit owner of the Hotel Unit (the "<u>Hotel</u>

Unit Owner", which together with the Penthouse Unit Owners are collectively referred to herein as the "Unit Owners" or individually, as a "Unit Owner") pursuant to a management agreement (the "Hotel Management Agreement") between the Hotel Unit Owner and the Hotel Manager.

As of the date of the initial filing of this Plan with the Department of Law and as more particularly described herein, Sponsor has entered into a Hotel Management Agreement with The Ritz-Carlton Hotel Company, L.L.C. (the "Ritz-Carlton") to initially serve as the Hotel Manager. Subject to certain rights of the Hotel Unit Owner and the Hotel Manager to terminate the Hotel Management Agreement, the Hotel Management Agreement has an initial term of thirty (30) years, with two automatic ten (10) year renewals, unless Hotel Manager elects not to renew in accordance with the terms of the Hotel Management Agreement. The Hotel Management Agreement requires that any common, shared or public areas of the Property, which may include the Hotel Shared Components (as hereinafter defined) and other portions of the Hotel Unit and any Common Elements be maintained to an aesthetic and operational standard consistent with the Hotel Standard (as hereinafter defined).

The "Hotel Standard" means any standard for operation, management and maintenance applicable to the Property which is required to be maintained by the Hotel Unit Owner and/or the Condominium under the terms of the Hotel Management Agreement entered into between the Hotel Manager and the Hotel Unit Owner from time to time, which may include standards of quality, service, character, appearance and image, required by the Hotel Manager from time to time. Pursuant to the Hotel Management Agreement in place as of the date of the initial filing of this Plan with the Department of Law, the Hotel Standard is the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations.

No representation or warranty is made with respect to the existence or identity of the Hotel Manager from time to time. Purchasers are advised that any different or future agreement with a Hotel Manager may require that the Property (including the Hotel and the Condominium) be operated, managed and maintained at a minimum according to a Hotel Standard which may be different than the existing Hotel Standard, and the Hotel Unit Owner shall have the right to require the Condominium to abide by such standards.

(See the Section of Part I of this Plan entitled "Hotel Unit" for further discussion.)

4. **Condominium Manager**

As of the Filing Date, Sponsor anticipates that, on or before the first closing of title to a Penthouse Unit under this Plan, the Condominium will enter into a management agreement (the "Condominium Management Agreement") with Ritz-Carlton to act as the managing agent of the Condominium (the "Condominium Manager"). A copy of the proposed Condominium Management Agreement is on file at the Department of Law. The Condominium Manager is also the entity that is anticipated to act as the Hotel Manager as more particularly described in Special

Risk 3 above. Among other things, the Condominium Management Agreement provides that the Condominium Manager shall, in addition to providing those services to the Condominium typically provided by a Condominium managing agent (as more particularly described in the Section of Part I of this Plan entitled "Management Agreement and Other Contracts"), provide the following services to the Condominium, any of which may be modified from time to time: (a) "base concierge services", meaning hotel-type concierge services such as day porter, arranging for seamstress, laundry, dry cleaning, transportation, business center services, voicemail and PBX, the cost for which shall be paid for by the Unit Owners as a Common Expense, however, the cost of any services provided by third parties to a Unit Owner (such as laundry, dry cleaning and transportation services) will be paid directly by such Unit Owner and not as a Common Expense; and (b) "additional services" such as housekeeping services and maintenance and repair services, the cost for which (including the cost of the service and the cost of the billing therefor) will be paid for by each Penthouse Unit Owner directly to the Condominium Manager or as the Condominium Manager may direct on a monthly basis, provided that the Condominium Manager may change the scope of such services provided from time to time. The Condominium Management Agreement provides that there will be no reduction in the fee payable to the Condominium Manager under the Condominium Management Agreement due to the cessation for any reason of any base concierge services, so long as reasonably similar services continue to be provided. The cost for the aforementioned additional services have not yet been established by the Condominium Manager, however, Sponsor anticipates that fees for such additional services will be at rates comparable to those charged by hotel operators of comparable properties. Purchasers are advised that pursuant to the Hotel Management Agreement and the Condominium Management Agreement, if the Hotel Management Agreement is terminated, the Condominium Manager may terminate the Condominium Management Agreement, in which event, all services to be provided by Ritz-Carlton to the Condominium will cease.

The Condominium Management Agreement provides that Condominium Manager assumes no liability for (i) any acts or omissions of Sponsor, the Condominium or the Board or any current or previous Unit Owners (including their guests, invitees or permitted users); (ii) any failure of or default by any individual Unit Owner in the payment of any Common Charges or other charges due to the Condominium or in the performance of any obligations owed by any Unit Owner to the Condominium; (iii) violations of environmental or other regulations that may become known during the term of the Condominium Management Agreement provided such violation did not arise out of the willful misconduct or fraud of onsite senior personnel of Condominium Manager or Condominium Manager's onsite employees acting at their express direction; and (iv) any claims or damages or injuries to persons or property by reason of any cause whatsoever, either in or about the Condominium or any Unit, except to the extent such claim results from the willful misconduct or fraud of Condominium Manager. Pursuant to the Condominium Management Agreement, the Board waives any and all claims against Condominium Manager based on negligence or gross negligence.

(See the Section of Part I of this Plan entitled "Management Agreement and Other Contracts" for further discussion).

5. **Condominium License Agreement; Use of Certain Marks**

Sponsor has entered into a "Residential Condominium License Agreement" (the "License Agreement") with Marriott International, Inc., an affiliate of Ritz-Carlton, for a limited, non-exclusive license to utilize certain licensed marks, the name and mark "Ritz-Carlton" in any form, the Lion & Crown logo and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "Ritz-Carlton Marks") exclusively in connection with the offering and sale of the Penthouse Units hereunder.

The License Agreement provides that, for so long as the Condominium Management Agreement with Ritz-Carlton is in effect, the Condominium shall have the right to be known as "The Ritz-Carlton Residences, New York, Nomad" or by any other name as may be approved by the Condominium Manager and the Hotel Unit Owner (the "Branded Name"), provided that use of the Branded Name and the Ritz-Carlton Marks will be limited to (i) use of the Branded Name on signage on or about the Condominium by the Condominium Manager, and (ii) textual use of the Branded Name by the Condominium, the Condominium Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. Under the License Agreement, all uses of the Ritz-Carlton Marks, in relation to the Condominium, the Building and the Penthouse Units, including the Branded Name, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement. Purchasers are advised that the market value of their Units may be decreased to the extent any portion of such value is attributable to the Unit's association with the Ritz-Carlton Marks and the Branded Name. Any other use of the Branded Name or the Ritz-Carlton Marks in relation to the Condominium, the Building or the Penthouse Units is strictly prohibited. Neither the Penthouse Unit Owners, the Condominium Board nor the Condominium have any right, title or interest in or to the Branded Name or the Ritz-Carlton Marks, except as may be expressly set forth in the Condominium Management Agreement.

Purchasers are advised that (a) the Penthouse Units are being sold by Sponsor and not by Ritz-Carlton or any Ritz-Carlton Affiliate (as defined below); and (b) neither Ritz-Carlton nor any Ritz-Carlton Affiliate are a part of or an agent for Sponsor and have not acted as broker, finder or agent in connection with the sale of the Penthouse Units. The Agreement to purchase a Penthouse Unit set forth as Exhibit 1 in Part II of this Plan provides that Purchasers, by executing such Agreement, (i) agree that Purchaser has no right to use of or any interest in any of the Branded Name or the Ritz-Carlton Marks and will waive and release Ritz-Carlton and any Ritz-Carlton Affiliate from and against any liability with respect to any representations or defects or any other claim whatsoever relating to the marketing of the Penthouse Units to Purchaser; and (ii) acknowledge that if the Hotel Management Agreement terminates, the Condominium Manager may terminate the Condominium Management Agreement. Purchasers are advised that if the Condominium Management Agreement is terminated with the Condominium Manager for any reason, including pursuant to the aforementioned clause (ii), all use of the Branded Name and the Ritz-Carlton Marks will cease at or in relation to the Condominium, the Building and the Penthouse Units, all indicia of connection of the Condominium with the Ritz-Carlton, including all signs or other materials bearing any of the Branded Name or the Ritz-Carlton Marks, will be removed from the Condominium and the Building and all services to be provided by Ritz-Carlton to the Condominium will cease. The term "Ritz-Carlton Affiliate" as used herein means any person that

(i) directly or indirectly controls another Person; (ii) directly or indirectly is controlled by another Person (as hereinafter defined); or (iii) is under common control with another Person (the terms "control", "controlling", "controlled by" and "under common control with" mean the direct or indirect power to (x) vote more than 50% of the voting interests of a Person; or (y) direct or cause the direction of the management and policies of a Person, whether through ownership of voting interests, by contract or otherwise). The term "Person" as used herein means an individual (and their heirs, executors administrators or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government or any department or agency thereof, a trustee, a trust, an unincorporated organization or any other legal entity of whatever kind or nature.

In accordance with the License Agreement, Ritz-Carlton reserves the right (whether through itself or an affiliate) to license and/or operate any other residential project using the Ritz-Carlton Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

The License Agreement requires that, at the closing of title to each Penthouse Unit, the Purchaser execute an acknowledgement statement in the form annexed to the Agreement (set forth as Exhibit 1 in Part II of this Plan) as Schedule D and that the same shall be a condition to Sponsor closing title to the Unit with Purchaser.

The Hotel Unit Owner may, in the future, otherwise obtain rights to use certain other trademarks, trade names, copyrights and/or other intellectual property ("Hotel Intellectual Property"), either by entering into agreements with other hotel brands or chains (in each case, a "Hotel Flag") in connection with the operation and management of the Hotel Unit in association with a particular hotel brand or chain or otherwise. Except as expressly provided herein, in no event will any Penthouse Unit Owner without the express consent of the Hotel Unit Owner, use any of the Hotel Intellectual Property in connection with any advertisement, promotion, rental or sale of any such Unit (or portion thereof or interest therein) or any business being operated therein of therefrom or in any other commercial manner, provided that so long as there is no written agreement between the Hotel Unit Owner and the Hotel Flag or the Condominium and the Hotel Flag to the contrary, the Penthouse Unit Owner may use any branded name of the Hotel (which may include Hotel Intellectual Property) solely in a textual manner to identify the address of the Condominium or the Penthouse Units. Without limiting any other right or remedy available at law or in equity, the foregoing may be enforced by the Condominium or the Hotel Unit Owner by an action for specific performance and/or injunctive relief. Under no circumstances will the Hotel Intellectual Property be deemed part of the Property or an appurtenance of any Unit or any person subject to the foregoing. The Hotel Intellectual Property will at all times remain the sole and exclusive property of the Hotel Unit Owner.

(See the Section of Part I of this Plan entitled "Management Agreement and Other Contracts" for further discussion.)

6. **No Representations**

Purchasers are advised that, upon execution of an Agreement to purchase a Penthouse Unit, each Purchaser shall be required to acknowledge that Purchaser shall not be entitled to rely upon any representation made to Purchaser by any party concerning any potential

or future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential or any monetary or financial advantage relating to ownership of a Penthouse Unit. Additionally, Purchaser shall be required to acknowledge as part of the Agreement for the purchase of a Penthouse Unit that: (a) no statements, representations or documents have been made or provided by Ritz-Carlton, Sponsor, or any of their respective agents, employees or representatives with respect to the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting its Penthouse Unit or other Penthouse Units, or the economic or tax benefits to be derived from ownership of a Penthouse Unit; or any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential, including any projections regarding returns from the rental of a Penthouse Unit; and (b) the decision to purchase a Penthouse Unit was not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Penthouse Unit.

(<u>See</u> the Section of Part I of this Plan entitled "Procedure to Purchase" for further discussion.)

7. **<u>Hotel Shared Components; Hotel Basic Services; Costs; Governance by Hotel Unit Owner</u>**

Purchasers are advised that the Hotel Unit will include, in addition to those areas comprising the Hotel and the Building's bar/restaurant, retail and spa spaces, the Land (as hereinafter defined) and all other portions of the Building, including equipment and materials thereon, other than the Penthouse Units and the personal property therein. As such, the Building entrances, lobbies, elevators, stairs, corridors, utility and service areas, systems and equipment, whether or not serving only the Hotel Unit or both the Hotel Unit and the Penthouse Units, shall be owned and controlled by the Hotel Unit Owner and may be managed by the Hotel Manager on the Hotel Unit Owner's behalf. Additionally, all structural elements, foundations, foundation walls, roofs, facades, windows and storefronts, except to the extent the same are expressly designated as part of a Penthouse Unit pursuant to the Condominium Documents, are part of the Hotel Unit. Those components of the Building which serve or benefit both the Hotel Unit Owner and the Penthouse Unit Owners but are included in the Hotel Unit are referred to herein as the ("<u>Hotel Shared Components</u>") and are more specifically identified in the Condominium Declaration set forth as Exhibit 6 in Part II of this Plan.

Pursuant to the Condominium Documents, each Penthouse Unit Owner shall be granted a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or serve the Penthouse Unit Owners (the "<u>Hotel Shared Easement Areas</u>"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle

room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, the Penthouse Unit Owners will be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel. The Hotel Shared Easement Areas are part of the Hotel Shared Components. Pursuant to the Condominium Documents, the Hotel Unit Owner shall have the right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements. Purchasers are advised that, the Hotel Unit Owner's right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner may result in withdrawal of any amenities which may be available for use by any Penthouse Unit Owners at a given time, which amenities, are anticipated to initially include the fitness center, changing/locker rooms, sauna/steam rooms and the bicycle room.

Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on the Hotel Unit Owner's behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Pursuant to the Condominium Documents, any Basic Hotel Services shall be provided in accordance with the Hotel Standard. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget (as hereinafter defined) as a Hotel Shared Component Cost (as hereinafter defined), allocated solely to the Penthouse Unit Owners on the basis of Common Interest. Purchasers are advised that if the Board failed to arrange for or if the Hotel Unit Owner or Hotel Manager failed to provide or discontinued or in any way modified the Basic Hotel Services being provided to Penthouse Unit Owners, Penthouse Unit Owners may have to make arrangements for the provision of such services independent of the Hotel Unit Owner or the Hotel Manager, and that such services may be difficult or more costly to procure from a party other than the Hotel Unit Owner or the Hotel Manager.

In order to reimburse the Hotel Unit Owner for a portion of the cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part (all of the foregoing expenses set forth in clauses (a) through (c) of this sentence being referred to herein as (the "Hotel Shared

Component Costs")), the Condominium Board shall assess each Penthouse Unit Owner on behalf of the Hotel Unit Owner for their allocated share of such Hotel Shared Component Costs which shall be payable by each Penthouse Unit Owner to the Condominium Board as Common Charges, and which shall in turn, be reimbursed to the Hotel Unit Owner by the Condominium Board on behalf of the Penthouse Unit Owners. The Hotel Shared Component Costs for which the Hotel Unit Owner may seek reimbursement from the Penthouse Unit Owners through the Condominium are more particularly described in the Condominium By-Laws and in "Schedule B" (the "First Year Budget") and the "Notes to Schedule B" and "Schedule C" (the "Hotel Shared Components Budget") and the "Notes to Schedule C" contained in Part I of this Plan. The Hotel Unit Owner shall also have the right to seek reimbursement from the Condominium for an allocated portion of the cost to make certain capital improvements to the Hotel Shared Components, in which event the Condominium Board may assess the Penthouse Unit Owners for their allocated portion of the cost thereof in accordance with the provisions of the Condominium By-Laws.

As more particularly described in the First Year Budget and "Notes to Schedule B" in Part I of this Plan, since the Condominium is comprised mainly of a Hotel, and since the Penthouse Unit Owners will be obligated to pay an allocated share of the cost to operate and maintain certain portions of the Hotel (as described in the immediately preceding paragraph) consistent with the Hotel Standard, which costs may include items not routinely associated with the operation of a typical residential condominium, Penthouse Unit Owners may pay common charges which are greater than those which might otherwise be found in a typical residential condominium.

Additionally, the Board may arrange with the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such

Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

(See the Section of Part I of the Plan entitled "Introduction" for further discussion.)

8. **Hotel Policies**

In addition to the Rules and Regulations adopted from time to time by the Condominium Board as more particularly described in the Condominium By-Laws set forth as Exhibit 7 in Part II of this Plan, the Condominium Board may adopt from time to time, or in the event the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services or Additional Services to the Penthouse Unit Owners, the Hotel Unit Owner (or the Hotel Manager on its behalf) may adopt from time to time, policies (the "Hotel Policies") applicable to the Penthouse Unit Owners with respect to Basic Hotel Services and Additional Services and/or the use and occupancy of their Penthouse Units by either the Penthouse Unit Owner or its guests or transient tenants, including, but not limited to:

(a) Penthouse Unit Owners and their guests or transient occupants of the Penthouse Unit Owner's Unit may be required to check in at the Hotel front desk upon arrival and to present photo identification and a credit card to be held on file for the duration of their stay. If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may impose an administrative fee applicable each time a guest or a transient tenant occupies a Penthouse Unit in order to cover administrative expenses, such as reservations, arrivals, departures, credit card transactions and accounting related expenses associated with each stay.

(b) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Penthouse Unit Owners may be required to provide to the Hotel Manager advanced, written notice (within a timeframe dictated by the Hotel Manager from time to time) that a Penthouse Unit Owner or its guests or a transient occupant of a Penthouse Unit intends to occupy the Penthouse Unit, including the full name, address and telephone number of the proposed occupant, the intended

length of such stay, the rental rate, credit card information and the like as the Hotel Manager may request.

(c) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may adopt from time to time policies regarding access, including, without limitation, establishing a mandatory card key system. Any access key may be changed periodically by the Hotel Unit Owner or Hotel Manager, in its sole discretion, to maintain access control and prevent unauthorized use of the Penthouse Unit. The Hotel Unit Owner may require that all keys be maintained by the Hotel Manager and may prohibit each Penthouse Unit Owner from altering, modifying or removing any electronic locking devices or other types of locking devices.

(d) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or Hotel Manager may require that any Penthouse Unit Owner keep on file with Hotel Manager a current credit card, with such minimum level of available credit as Hotel Manager may require from time to time, to be used for charges incurred by the Penthouse Unit Owner in connection with its occupancy and ownership of its Penthouse Unit.

(e) Outside vendors servicing Penthouse Units may be required to provide, among other things, the following to Hotel Manager at or prior to arrival on the Property: (i) certificates of insurance compliant with the requirements of the Hotel Manager from time to time; (ii) a copy of any occupational license held by such vendor in connection with the work being performed at the Property; and (iii) valid photo identification. Penthouse Unit Owners may be required to provide advanced written notice to the Hotel Manager that an outside vendor will be on Property and to keep a list of outside vendors for its Unit on file with the Hotel Manager. Outside vendors may be required to abide by other rules and regulations while on Property which may include, checking in and out with a designated representative of the Hotel Manager and entering and exiting the property through specially designated areas of the Hotel. The Hotel Unit Owner (or the Hotel Manager on its behalf) reserves the right to limit any outside vendors entering the Building to only those on a previously approved list of outside vendors developed by the Hotel Unit Owner (or the Hotel Manager on its behalf) from time to time and/or those approved on a case-by-case basis by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) in its sole discretion.

(f) Hotel Manager may require Penthouse Unit Owners to have their Units professionally cleaned on a regular basis in order to ensure the Units are maintained at the Hotel Standard. The Hotel Manager may require that all cleaning staff (a) provide a certificate of insurance compliant with the requirements of the Hotel Manager from time to time; and (b) be well groomed, in a company uniform that clearly identifies their company name (shorts, jeans, tank top shirts and workout clothing may not be permitted). Cleaning staff will not be permitted to use any hotel products, amenities, supplies or equipment in connection with their cleaning of such Penthouse Units.

Any costs incurred by a Penthouse Unit Owner in furtherance of complying with the Hotel Policies shall be borne solely by the individual Penthouse Unit Owners complying therewith. Any violation of the Hotel Policies by a Penthouse Unit Owner shall be deemed a default under the

Condominium By-Laws and the Hotel Unit Owner or the Hotel Manager, in addition to the Board, shall have the right acting as and through the Board to enforce the obligations of the Penthouse Unit Owner hereunder with respect thereto.

(See the Section of Part I of the Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion.)

9. **Changes in the Hotel Unit; Additional Units**

Subject to the provisions of all applicable laws and ordinances and the Condominium Declaration and By-Laws, Sponsor and any successor Hotel Unit Owner will have the right to, among other things, alter, divide, subdivide and combine its Unit into any number of newly created condominium Units and to offer all or any portion thereof as additional Penthouse Units or as fractional/timeshare interests or otherwise. Sponsor shall not offer additional Penthouse Units for sale without an amendment to the Plan. Sponsor will not offer any fractional/timeshare interests for sale without filing a separate offering plan with respect thereto.

Additionally, Sponsor reserves the right to change the number and size of the Units by, among other things, combining, subdividing and reconfiguring the Units, and, as the case may be, in connection therewith, re-designating in an amendment to the Declaration, among other things, a portion of a subdivided Unit of one type (e.g., the Hotel Unit) as a Unit of another type (e.g., a Penthouse Unit). In such event, the percentage interest in the common elements (the "Common Interest") appurtenant to any diminished unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time, prior to the first closing of a Penthouse Unit hereunder (the "First Closing") to effect such changes and to amend the Plan to reflect the same.

(See the Sections of Part I of this Plan entitled "The Hotel Unit" and "Changes in Prices and Units" for further discussion.)

10. **Purchaser Deposits; Defaults by Purchasers**

At the time an agreement for the purchase of a Penthouse Unit (an "Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to 10% of the purchase price set forth therein (the "Initial Deposit"); and an additional payment equal to 10% of such purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: (x) six (6) months after the date of the Agreement; or (y) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the closing of title to the Penthouse Unit. The term "Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Deposit equal to 50% of the applicable purchase price and will not be required to make an Additional Deposit. The Escrow Account (as defined in the Plan) is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the date of filing of this Plan with the New York State Department of

Law (the "Filing Date"). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if Purchaser has any additional accounts at the bank where the Escrow Account is being held, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by such bank will only be insured up to the $250,000 FDIC maximum coverage.

In the event a Purchaser fails to close title on the date set for closing or otherwise fails to perform any other obligation under his or her Agreement, and such default is not cured within thirty (30) days after Sponsor gives written notice to such Purchaser of the default, TIME BEING OF THE ESSENCE, Sponsor, at its option, may cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any. For avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow. Additionally, if a Purchaser fails for any reason to close title on the originally scheduled closing date and Sponsor elects not to cancel the Agreement, Sponsor may require that: (a) all apportionments between Sponsor and the Purchaser be made as of the original closing date; and (b) the Purchaser will pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original closing date until the transaction is actually closed. Purchasers are advised that notwithstanding the foregoing, nothing herein shall be deemed to grant Purchaser any right of rescission and/or any right to the return of all or any portion of a Deposit except as expressly set forth in the Plan.

(See the Section of Part I of this Plan entitled "Procedure to Purchase" for further discussion.)

11. **Liquidated Damages**

The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Penthouse Unit, shall be such Purchaser's own funds (and not a third party's). In the event of a default and the election by Sponsor to terminate the Agreement and retain the Deposit as its remedy, the Deposit previously paid (together with any interest thereon), shall be retained by Sponsor as liquidated damages, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to and retained by Sponsor. In such case, Purchaser shall have no further liability to Sponsor in respect of the Purchase Price (subject to such other obligations expressly specified in the Agreement or herein to survive the termination of the Agreement); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. Purchasers are advised that, prior to retaining the aforementioned amounts as liquidated damages, Sponsor must give written notice to Purchaser of Purchaser's default stating that Purchaser has thirty (30) days to cure such default, **TIME BEING OF THE**

ESSENCE, and that failure of Purchaser to cure such default may result in Sponsor, at its option, cancelling such Agreement and retaining said amounts as liquidated damages. Notwithstanding anything contained herein to the contrary, in the event the Plan is abandoned by Sponsor, Sponsor will return all Deposits to Purchasers with interest, if any. (See the Section of Part I of the Plan entitled "Procedure to Purchase" for further discussion.)

12. **No Financing Contingency**

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Penthouse Unit pursuant to an Agreement will not be contingent on the Purchaser obtaining such financing so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the closing date. Sponsor will have no liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Any Purchaser who executes an 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 an Agreement.

Purchasers should further note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser of a Penthouse Unit to experience difficulty obtaining a loan in the event Sponsor is the owner of a substantial percentage of the Penthouse Units (e.g., more than fifty percent (50%) or seventy percent (70%)) or in the event banks and other lenders impose additional restrictions on units which are being purchased for transient occupancy. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of ten percent (10%) or more. Further, in the event a Penthouse Unit Owner seeks to sell its Penthouse Unit, prospective purchasers may be unable to obtain institutional financing for such purchase as a result of the scenario described herein, regardless of the creditworthiness of the prospective purchaser.

(See the Section of Part I of this Plan entitled "Procedure to Purchase" for further discussion.)

13. **Prohibition Against Advertising**

Purchasers are prohibited from listing their Penthouse Units for sale or resale or rent with any broker or otherwise advertising, promoting or publicizing the availability of their Penthouse Units for sale or resale or rent prior to the closing of title thereto. Any such listing of its Penthouse Unit or form of advertising, promotion or publicizing of the Penthouse Unit by a Purchaser or its agents or representatives prior to such Closing date shall be an event of default under such Purchaser's Agreement, entitling Sponsor to remedies set forth therein. In addition, Purchaser may not and shall not advertise, list for sale or sell its Penthouse Unit for twelve (12)

months after closing of the Penthouse Unit (i.e., the transfer of title by Sponsor to Purchaser). Any such conveyance or leasing in violation of the foregoing will be voidable by Sponsor, and shall be an event of default under such Purchaser's Agreement and shall entitle Sponsor to any and all remedies available at law or in equity.

(See the Section of Part I of this Plan entitled "Terms of Sale" and the "Agreement" attached as Exhibit 1 in Part II of the Plan for further discussion.)

14. **Interim Service Period**

Prospective Purchasers are advised that for a period of time after the First Closing, some of the services and facilities described in the Plan (such as some of the elevators, or a full staff of building personnel) may not be available. However, after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Penthouse Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators may be incomplete and may be disrupted temporarily from time to time. (See the Section entitled "Description of Property and Improvements" in Part I of the Plan for further discussion.)

15. **Additional Building Work**

Construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption and inconvenience. Thus, for a period of time following the First Closing (through, including and beyond the closing of title to any particular purchaser's Penthouse Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building and the Penthouse Units; and (ii) the Hotel Unit Owner (and, as applicable, any Penthouse Unit Owners) to complete construction, build-out, furnishing and equipping its Unit. During at least the First Year of Condominium Operation, construction workers and related personnel of Sponsor and/or the Hotel Unit Owner will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of construction, and fitting out of the Hotel Unit, the Penthouse Units and other portions of the Building. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any particular Unit closing to complete and may be disrupted temporarily and from time to time. Building elevators and personnel may be taken out of service and diverted to facilitate construction and exterior hoists may be in place during at least the year following the First Closing, and from time to time thereafter, as needed, in connection with construction being performed in the Penthouse Units and the Hotel Unit. Various other adjustments, to windows and elevators and other systems, may require eighteen months or more after the First Closing to complete. Sponsor or the Hotel Unit Owner, as the case may be, may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying

carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Building (including services and amenities which would otherwise be available to Purchaser) may be completed before or after completion of any particular Purchaser's Penthouse Unit. As a result, certain amenities and benefits anticipated to be available to Penthouse Unit Owners (e.g., fitness center) may not be available until such other portions of the Building are completed and fully operational. Sponsor will have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Penthouse Unit Owners or their occupants, all such dates and timetables, to the extent provided, being only good faith estimates. However, after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Penthouse Units.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Penthouse Units to begin in or about October, 2021. Prospective Purchasers should note, however, that the Penthouse Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Penthouse Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Penthouse Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event (x) the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if the amended budget exceeds the projected budget set forth herein by 25% or more; or (y) the First Closing does not occur within 12 months after October 1, 2021, the date set forth in the First Year Budget as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which will be deemed to have been waived by all Purchasers. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers who execute Agreements after the date of such amendment will only be entitled to rescission (as described in the immediately preceding sentence) if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after October 1, 2021 (or, as applicable, such later projected First Closing date pursuant to an

amendment to this Plan), Sponsor may schedule the closings of title to other Units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified timeframe or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. No closing of title to any Unit will take place prior to the Plan being declared effective.

(See the Sections entitled "Introduction", "Description of Property and Improvements," and "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

16. **Transfer Taxes; Mansion Taxes; Supplemental Taxes; Additional Taxes**

Purchasers shall be responsible (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Currently (as of the Filing Date), for the purchase of an individual nonresidential condominium such as a Penthouse Unit, the New York City Real Property Transfer Tax (the "NYC RPTT") is 1.425% of the consideration paid for the Unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a single Penthouse Unit and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a single Penthouse Unit if the consideration for such unit is $2,000,000 or more.

Purchasers are advised that the New York State Department of Taxation and Finance may determine that the New York State Additional Tax, pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," and a supplemental tax pursuant to Section 1402-b of the New York State Tax Law ("Supplemental Tax"), are due and payable with respect to the purchase of Penthouse Units. The Mansion Tax is currently (as of the date of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000 or more, and the Supplemental Tax applies at graduated rates based on the total consideration, where the total consideration is $2,000,000 or more. Mansion Tax and Supplemental Tax are by law are the primary obligation of the Purchaser. The chart below sets forth the aggregate rate of Mansion Tax and Supplemental Tax based on the consideration paid for a unit.

Consideration amount	**NYS Mansion and Supplemental Tax Aggregate 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%

In addition to transfer taxes, Purchasers shall also be obligated to pay at closing any tax on the transfer of a unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

The purchase price, together with transfer taxes and any other amounts payable by Purchasers which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

(See the Section of Part I of the Plan entitled "Unit Closing Costs and Adjustments" for further discussion.)

17. **Closing Fees and Costs**

All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, for each Penthouse Unit, the sum of $4,000 shall be payable to Sponsor's Counsel as a per unit base closing fee. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y) elsewhere in Manhattan, provided that an additional travel fee of $700 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $875 is paid to Sponsor's Counsel. In addition: (i) if, through no fault of Sponsor, the closing is adjourned (or is not concluded in its entirety on the day it

commences), the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment (or continuation) to prepare and/or coordinate the new closing (or continuation); (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance; (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York; and (iv) $875 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax deferred exchange under §1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Penthouse 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 Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. (See the Section of Part I of the Plan entitled "Unit Closing Costs and Adjustments" for further discussion.)

18. **Sales Tax; Furnishings, Fixtures and Equipment (FF&E); Maintenance**

All Penthouse Units offered for sale under the Plan are being offered for sale furnished and decorated (and will include, with respect to each Penthouse Unit, all furniture, fixtures, equipment, carpeting, case goods, soft goods, linens and/or decorations, collectively, the "FF&E"). A description of the initial FF&E for each Penthouse Unit type as well as the initial configurations of the FF&E in each Penthouse Unit (the "Configuration Plans") are set forth as Exhibit 5 in Part II of this Plan. The FF&E shall be of a quality suitable for luxury hotel accommodation, as the same may be determined by Sponsor in its reasonable discretion. The FF&E will be delivered to the Penthouse Unit in accordance with the Configuration Plan therefor, subject in all events to Sponsor's right to change or substitute the FF&E, provided that the FF&E is comparable in kind, quality and quantity to that set forth herein and on the Configuration Plan for such Unit.

The FF&E will be conveyed to a Purchaser at the closing of title pursuant to a Bill of Sale, the form of which can be found in Schedule C to the Form of Agreement set forth as Exhibit 1 in Part II of the Plan. Accordingly, the purchaser of a Penthouse Unit will be purchasing personal property in addition to real property, and a portion of the purchase price (as indicated on Schedule A), is allocable to the FF&E. Purchasers will be obligated to pay any sales, use or other federal, state, city or county tax or fee applicable to the sale of the FF&E (the "FF&E Tax") at the closing of title to the Penthouse Unit.

Purchasers are advised that the FF&E may not be delivered to the Unit prior to Closing, and may instead, be delivered to the Unit post-closing. No representation is made with respect to the expected timeframe post-closing within which Sponsor expects to deliver the FF&E to the Unit. Notwithstanding the foregoing, a Purchaser will be required to consummate the purchase of its Penthouse Unit even though the FF&E may not be in the Unit on the date set for closing. However, with respect to the payment of the portion of the purchase price attributable to the FF&E (as shown on the Schedule A in effect at the time such Purchaser executed its Agreement) and the FF&E Taxes (in the aggregate, the "FF&E Funds"), the Escrow Agent (as defined in the Plan) shall collect and hold the FF&E Funds until the FF&E is delivered to the Unit, at which time Escrow Agent shall release the FF&E Funds to Sponsor or as Sponsor directs. Notice

from Sponsor to Escrow Agent and Purchaser that the FF&E has been delivered to the Unit shall be deemed presumptive evidence that the FF&E has been delivered to the Unit.

Notwithstanding the foregoing, in the event that the FF&E is not delivered to a Penthouse Unit within eight (8) months from the date of the closing of title to such Penthouse Unit (the "FF&E Outside Delivery Date"), unless Sponsor and the Purchaser thereof otherwise mutually agree in writing within thirty (30) days from the FF&E Outside Delivery Date, the Agreement with respect to the Unit shall be deemed modified to remove Purchaser's obligation to purchase and Sponsor's obligation to sell the FF&E to Purchaser thereunder and the FF&E Funds shall be returned to Purchaser together with any interest earned thereon and neither party shall have any further liability or responsibility to the other relating to the terms of the Agreement pertaining to the purchase and sale of FF&E. Notwithstanding the foregoing, the FF&E Outside Delivery Date shall, at Sponsor's election, be extended for any period of time that delivery of FF&E is delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, pandemic, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

If a Purchaser is entitled to a right of rescission pursuant to the terms of this Plan arising out of the offer for sale of FF&E hereunder, any such right of rescission shall be limited solely to the portions of the Agreement relating to the FF&E, and if Purchaser elects rescission with respect thereto, the remainder of the Agreement shall continue in full force and effect. In such event, Purchaser shall be refunded that portion of the Deposit, if any, expressly made attributable to the FF&E in the Agreement, and the purchase price shall be reduced by the amount of the purchase price attributable to the FF&E for such Penthouse Unit as set forth on the Schedule A in effect at the time such Purchaser executed its Agreement.

In accordance with the Condominium Documents, unless otherwise consented to by Sponsor or the Board, each Penthouse Unit Owner shall be obligated, at their sole cost and expense, to maintain or cause to be maintained the interiors of their Units and the FF&E in a manner suitable for luxury hotel accommodations consistent with the Hotel Standard in effect from time to time. Unless otherwise agreed to in writing between a Penthouse Unit Owner and any Qualified Broker, and subject in all events to the provisions of the Condominium Documents, a Penthouse Unit Owner may maintain additional FF&E within its Unit without the consent of the Hotel Manager or any other party.

(See Section the Section of the Plan entitled "Introduction" in Part I of Plan for further discussion.)

19. **Real Estate Taxes**

The estimated real estate taxes payable in respect of each Penthouse Unit were calculated based on estimates provided by Sponsor's real estate tax attorney, Marcus & Pollack LLP, in a letter dated October 6, 2020 (the "Real Estate Tax Opinion") with respect to anticipated assessed values and applicable tax rates for the first year of Condominium operation (October 1, 2021 – September 30, 2022), which encompasses nine (9) months of the 2021/2022 tax year and three (3) months of the 2022/2023 tax year. Purchasers are advised that the projected real estate

taxes for the projected First Year of Condominium Operation set forth on Schedule A are based partially on an assessment of the Building while it will still be under construction and only partially complete, and therefore, the taxes projected in Schedule A may be substantially lower than the actual taxes attributable to the Units in subsequent years when the Property is assessed as a fully constructed building. It is estimated that the Property will be fully assessed as a complete Building during the 2022/2023 tax year, and therefore the taxes during the projected second year of Condominium operation (which is projected to fall during the 2022/2023 and 2023/2024 tax years) and thereafter will be materially higher than the estimates of real estate taxes shown on Schedule A. Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan as well as the sections of Part I of this Plan entitled "Notes to Schedule A" (specifically, Note 6) and "Real Estate Taxes" for more information.

Additionally, Purchasers are advised that the projections set forth in the Real Estate Tax Opinion are based upon the assumption that New York City Department of Finance ("DOF") will apply a Tax Class 4 commercial rate to the Penthouse Units, when calculating the real estate taxes for the Penthouse Units given the use restrictions on the Units more particularly described in Special Risk 1 above. Notwithstanding the foregoing, there is a risk that when the Property is assessed, DOF may apply a Tax Class 2 residential rate to the Penthouse Units. As of the date of initial filing of this Plan with the Department of Law, the Tax Class 2 residential rate is approximately 15% higher than the Tax Class 4 commercial rate, and application of such rate by DOF would result in higher taxes being payable by Penthouse Units Owners than those projected herein. While Sponsor's real estate tax attorney expects that the Tax Class 4 commercial rate will apply, neither Sponsor nor Sponsor's real estate tax attorney makes any representation as to which tax classification DOF will use in order to calculate the taxes applicable to the Penthouse Units.

Purchasers are further advised that the estimates of real estate taxes payable during the projected First Year of Condominium Operation were made for the Penthouse Units in the aggregate, and then among the Penthouse Units on the basis of their relative common interest percentages. Upon determination of individual tax lots and individual assessments for the Units, the New York City tax authorities may allocate taxes among the Units on some other basis or as among groupings of such Units other than relative common interest, and, if so, Units having the same or similar common interest percentages may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax attorney and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots.

Pursuant to Article 6.14 of the Condominium By-Laws, until the Units are separately assessed, each Penthouse Unit Owner will pay to the Condominium Board a share of the Property's real estate taxes for the period in question calculated on the basis of such Unit's common interest percentage. The Condominium Board will pay (or cause to be paid) such real estate taxes timely to DOF, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Condominium or on any Penthouse Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Penthouse Unit in a timely manner and as a result of such failure a lien is placed on the Condominium and/or any other Unit, Sponsor will

immediately cause such lien to be removed at its sole cost and expense. If Penthouse Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. (See the subsection entitled "Collection and Lien for Non-Payment of Common Charges" in the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan for further discussion.) A Penthouse Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Penthouse Unit is separately assessed and separate tax bills are issued, the Penthouse Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes estimated by Sponsor's real estate tax attorney will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth by Sponsor's real estate tax attorney.

(See the Section of the Plan entitled "Real Estate Taxes" in Part I of the Plan for further discussion.)

20. **Occupancy Sales Tax and Hotel Occupancy Tax**

Rentals of Penthouse Units will be subject to sales tax and hotel occupancy tax. As of the Filing Date of this Plan, the New York State sales tax rate is 4.0%, the New York City sales tax rate is 4.5% and the Metropolitan Commuter Transportation District surcharge rate is 0.375%, for a combined rate of 8.875% on the rent for hotel occupancy; and the rate for the New York City hotel room occupancy tax is $2.00 per day per room (not including any bathroom) plus 5.875% of the daily occupancy charge. In addition, New York State imposes a hotel unit fee in the amount of $1.50 per unit per day. Sponsor makes no representation or warranty that such tax rates will remain in effect for any period of time. Generally, these taxes will be paid by guests occupying the Penthouse Units. Penthouse Unit Owners are responsible for ensuring the collection, and remittance to the appropriate taxing authorities, of applicable occupancy and sales taxes. (See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion.)

21. **General Reserve Fund and Working Capital Fund**

No general reserve fund is being established for the Condominium. Sponsor has elected not to provide for a general reserve fund to be used for capital replacements or repairs because the Building will be newly constructed. The Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to create a general reserve fund by special assessment or by increases in Common Charges. Additionally, in accordance with the provisions of the By-Laws, the Hotel Unit Owner reserves the right to require the Board to create a general reserve fund by special assessment or increases in Common Charges in the event the Hotel Unit Owner reasonably determines the same would be necessary or appropriate with respect to ongoing or extraordinary maintenance or repairs (capital or otherwise) to the Hotel Shared Components. A Working Capital Fund will be established through payments made therefor by each Purchaser at Closing to be held or used for working capital and for such other appropriate

purposes as the Board may determine. (See the Section of the Plan entitled "Working Capital Fund" contained in Part I of the Plan for further discussion.)

22. **Construction of the Building**

Sponsor reserves the right, without prior notice to Purchasers or amendment of the Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such change, if material (note that there is a rebuttable presumption that a reduction in Penthouse Unit area of 5% or less is not material), will be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement (only to the extent such Purchaser is not in default) which has been countersigned by Sponsor and returned to the Purchaser without the consent of such Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material. Notwithstanding anything contained herein to the contrary, any such changes which are not material will not give rise to a right of rescission. However, as long as the layout and dimensions of a Penthouse Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

23. **No Warranty**

Sponsor will not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Notwithstanding the foregoing or anything contained in this Plan to the contrary, Sponsor is obligated to complete construction in accordance with all applicable laws and codes and substantially in accordance with filed building Plans and Specifications. (See the Section of Part I of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

24. **Sponsor's Right to Lease and Use Unsold Penthouse Units**

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right to rent or lease (after consummation of the Plan), rather than sell, the Penthouse

Units (including, but not limited to, transient rental of the Penthouse Units on a nightly basis) prior to the sale of such Penthouse Unit. Sponsor will have the further right to use the Unsold Penthouse Units as sales offices and/or model units in connection with the marketing of the Penthouse Units. As a result, a Purchaser may be acquiring a Unit that has been previously occupied, but unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies, subject, however, to any reservations existing at that time the proceeds of which shall inure to the benefit of Purchaser. In addition, there is no commitment to sell more Penthouse Units than the fifteen (15%) percent of Penthouse Units necessary to declare the Plan effective and therefore this Plan may not result in the creation of a condominium in which a majority of the Penthouse Units are owned by owner-occupants or investors unrelated to Sponsor.

Sponsor has a construction loan encumbering the Property ("Sponsor's Loan"), which Sponsor obtained from Atalaya Fund VI Reit Inc., Pacific Western Bank, EB5 Capital-Jobs Fund 22, LP and ACM REM LLC (together with any co-lenders, successors and assigns of Sponsor's Loan, "Sponsor's Lender") in the aggregate maximum amount of $480,000,000.00. Sponsor's Loan has a current maturity date of January 2, 2022, which is subject to extension in accordance with the terms of Sponsor's Loan. Payments are interest only on a monthly basis based on the outstanding amount of said loan from time to time. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Release prices under Sponsor's Loan are the greater of scheduled minimum release prices or net proceeds of sale; and Sponsor's Loan does not contain any restriction on Sponsor's ability to rent Unsold Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's obligations hereunder pursuant to Sponsor's Loan, provided Sponsor's Lender performs in accordance with the terms of the Plan, and there are otherwise no material changes thereto, such event shall not be deemed material and adverse and will not give rise to a right of rescission.

(See the Section of Part I of this Plan entitled "Introduction" for further discussion.)

25. **No Bond or Other Security**

No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to the Unsold Penthouse Units or otherwise satisfy its obligations under the Plan. Sponsor represents that it has the financial resources to satisfy its obligations under the Plan. (See the Section of Part I of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

26. **Board Controlled by Hotel Unit Owner; First Meeting**

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium will be vested in the Board. Until the First Annual Meeting (as hereinafter defined), the Condominium Board shall consist of three (3) persons designated by Sponsor (the "Initial Condominium Board"). Sponsor anticipates designating the following persons as the Initial Condominium Board members (all of whom are principals of Sponsor): Paul Kanavos, Dayssi Olarte De Kanavos and Adam Raboy. Sponsor will amend the Plan prior to the First

Closing in the event the three (3) persons shall not constitute the Initial Condominium Board members. Additionally, Sponsor may elect, in its sole discretion, to expand the Initial Condominium Board to five (5) members at any point in time prior to the First Annual Meeting, in which event: (i) three (3) members shall at all times be designated by the Hotel Unit Owner (which may be Sponsor); and (ii) two (2) members shall at all times be designated by Sponsor.

The "First Annual Meeting" shall be the first annual meeting of Unit Owners to be held not later than thirty (30) days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Penthouse Units representing at least 50% both in number and aggregate Common Interests of all Penthouse Units, provided that in no event shall such First Annual Meeting be delayed beyond the date that is thirty (30) days from the fifth anniversary of the First Closing; and at such meeting, the incumbent Initial Condominium Board will resign and a new Board consisting of five (5) members, will be installed as follows: (i) three (3) members to designated by the Hotel Unit Owner (the "Hotel Unit Owner Members"); and (ii) two (2) members to be elected by the Penthouse Unit Owners (the "Penthouse Unit Owner Members"). At and after the First Annual Meeting and for so long as Sponsor and/or its designee owns at least one (1) Penthouse Unit: (i) Sponsor and/or its designee shall designate one (1) Penthouse Unit Owner Member who is related to or affiliated with Sponsor or such designee; and (ii) Sponsor, such designee and all other Penthouse Unit Owners shall have the right to elect the remaining one (1) Penthouse Unit Owner Member, who shall not be related to or affiliated with Sponsor or such designee, in the manner set forth in the Condominium By-Laws. Purchasers are advised that since Sponsor has the unconditional right to rent, rather than sell Units after consummation of the Plan, Sponsor or its designee may continue to retain a majority of the Units in number and Common Interest, and therefore may have the power, acting alone, to elect the remaining Penthouse Unit Owner Member otherwise to be elected by the Penthouse Unit Owners pursuant to clause (ii) of the immediately preceding sentence, provided that such Penthouse Unit Owner Member shall not be related to or affiliated with Sponsor or its designee. After such time as Sponsor and/or its designee no longer owns any Penthouse Units, both of the Penthouse Unit Owner Members shall be elected by the Penthouse Unit Owners in the manner set forth in the Condominium By-Laws. The Hotel Unit Owner shall at all times have the right to designate all three (3) of the Hotel Unit Owner Members on the Condominium Board.

Other than as expressly set forth herein, at meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Units owned by Sponsor as it sees fit. Additionally, other than as expressly set forth herein, there is no restriction on the right of Sponsor and/or its designee(s) or other Unsold Unit Owner(s) to vote for members of the Board who are not related to or affiliated with Sponsor or such designee or such Unsold Unit Owner(s).

Therefore, the Hotel Unit Owner (and for so long as Sponsor owns the Hotel Unit, Sponsor) will control the maintenance and operation of, and services to be provided by, the Condominium; and will also be able to control the determination of the Common Charges to be paid by all Unit Owners.

Sponsor anticipates that Sponsor will initially own the Hotel Unit, and therefore, Sponsor anticipates that Sponsor will, until the First Annual Meeting, initially designate all members of the Condominium Board, and then after the First Annual Meeting and until Sponsor

no longer owns any Unsold Penthouse Units, designate four (4) of the five (5) members of the Condominium Board.

As a result of the foregoing, there is no provision in the By-Laws for a majority of the Board to be Penthouse Unit Owners (whether or not such Penthouse Unit Owners are owner-occupants or non-owner occupants or related or unrelated to Sponsor) within one year after the First Closing. Penthouse Unit Owners and the Hotel Unit Owner may have inherent conflicts on how the Condominium should be managed because of their possible different reasons for owning, e.g., owning for occupancy as opposed to as an investment. In addition, there is no commitment to sell more Penthouse Units than the fifteen (15%) percent of Penthouse Units necessary to declare the Plan effective and therefore this Plan may not result in the creation of a condominium in which a majority of the Penthouse Units are owned by owner-occupants or investors unrelated to Sponsor.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses: (a) required to comply with any Legal Requirements applicable to the Building; (B) required to remedy any notice of violation entered against the Building or comply with any proper work order by an insurer of the Building, or (c) with respect to any matter affecting the health and safety of the occupants of the Property. Sponsor may, however, to the extent so provided in the Condominium By-Laws, 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 25% of the Common Interest, whichever is sooner.

See the Section of the Plan entitled "Control by Sponsor/Hotel Unit Owner" for further discussion.

27. **Insurance**

The Board may elect but is not required to obtain or maintain any insurance with respect to any property contained in any Penthouse Unit or any liability with respect to occurrences in or about each Penthouse Unit. Each Penthouse Unit Owner shall be obligated to obtain and maintain liability and property insurance with respect to its Unit as more particularly set forth in the Condominium By-Laws in Part II of this Plan. Purchasers are advised that the Board will obtain and maintain, or caused to be obtained and maintained commercial general liability insurance against claims for personal injury, death or property damage occurring, in, on or about the Building and any Common Elements (excluding the Units) with such limits as are customarily applicable to hotel properties of the size and type as the Building in New York City; and the Hotel Unit Owner will maintain "all risk" property insurance with respect to the Hotel Unit (including, but not limited to the Hotel Shared Components, such insurance to be maintained on a "replacement cost" basis without covering losses to the extent that the "market value" of the Unit may exceed its insured replacement cost. Further, the Hotel Unit Owner will not be required to obtain or maintain terrorism or mold coverage but may do so. The cost of property insurance, including, if applicable, terrorism or mold shall be paid for by the Hotel Unit Owner but the Condominium shall be obligated to reimburse the Hotel Unit Owner for an allocated portion of the cost thereof as a Hotel Shared Component Operation Cost, which shall be paid by the Unit Owners to the Condominium Board as Common Charges, and then reimbursed by the Condominium Board to the Hotel Unit Owner, all as more particularly set forth in the First Year Budget. (See the

Section of Part I of the Plan entitled "Rights and Obligations of the Unit Owners and the Board of Managers" in Part I of the Plan for further discussion.)

28. **Unit Area**

The approximate (i.e., within reasonable tolerances) square foot area of each Unit is measured horizontally on each floor from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaftways, chases, flues, chimneys, chaseways and conduits are not deducted from the measurement of each Penthouse Unit) to the centerline of the space between the inside face of the wall of a Unit and the inside face of the wall of an immediately adjacent Unit (whether such adjacent Unit is a Penthouse Unit or the Hotel Unit). Vertically, each Unit includes the area from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling above. Any Common Elements located within or appurtenant to any Unit will not be considered as part of that Unit. The square foot areas determined using the methodology set forth above, as shown in Schedule A in Part I of the Plan, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable area for each Penthouse Unit). The stated method of measurement used is applicable to all Units. The room count for each Penthouse Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

Any ceiling heights provided herein are estimates only and are dependent on normal construction tolerances. Ceiling heights may vary, and may be reduced in certain areas, due to field conditions and/or to accommodate facilities located above the ceiling. Spaces and rooms throughout the Penthouse Units, including, but not limited to, kitchens, hallways, closets, bathrooms, foyers and other entrance spaces may have dropped ceilings, and ceiling heights of those spaces may be smaller than the overall ceiling heights provided herein.

(See the Section of the Plan entitled "Schedule A" and the "Notes to Schedule A" in Part I of the Plan for further discussion)

29. **Certificate of Occupancy**

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 (commonly referred to as a "permanent Certificate of Occupancy" and referred to in this Special Risk as an "FCO"), covering the entire building but with only a temporary certificate of occupancy (referred to in this Special Risk as a "TCO"), and sometimes with several successive TCOs. 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 (referred to in this paragraph as the "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 an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the Penthouse Units. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within a two year period following the date of issuance of the first TCO (which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO). Furthermore, since 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 FOR THE PENTHOUSE UNITS. SPONSOR ANTICIPATES AND WILL USE COMMERCIALLY REASONABLE EFFORTS TO OBTAIN SUCH FCO WITHIN APPROXIMATELY FIVE (5) YEARS FROM THE FIRST CLOSING, BUT IN ANY EVENT WILL CAUSE THE TCO COVERING THE PENTHOUSE UNITS TO BE EXTENDED UNTIL ISSUANCE OF SUCH FCO. UNIT OWNERS AND THE CONDOMINIUM BOARD SHALL BE OBLIGATED TO COOPERATE WITH AND REFRAIN FROM OBSTRUCTING SPONSOR IN THESE UNDERTAKINGS. Unit Owners and the Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an 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.

Additionally, Purchasers are advised that since open building permits for Unit Owner alterations may impact the ability to obtain an FCO, Sponsor (or its designees) or the Condominium Board may therefore, in order to obtain an FCO, or for any other reason, implement a moratorium on Unit alterations.

Sponsor will apply for a TCO from DOB prior to the First Closing and will also apply for an FCO after substantial completion of Sponsor's construction work at the Building, potentially on a phase by phase, floor by floor, or area by area basis, as determined acceptable by DOB.

Prospective Purchasers are advised that FCOs are required for permanent use of the Building, and that a TCO may be renewed only for a total of two (2) years from the first date of issuance. Sponsor and its principals cannot assure that an FCO for the Building will be obtained within two (2) years after the First Closing.

(See the Section of Part I of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

30. **Floor Numbering**

As shown on the Floor Plans, the floors of the Building are designated as Cellar 3, Cellar 2 and Cellar 1 (each below grade), Floor 1 (at grade), Floors 2 through 5, Floor 5 Roof, Floors 6 through 7, Floors 14 through 37, Floors PH38 through PH41, Floor PH41 Roof, Floor 42, Floor 42 Roof, Floors 43 through 44 and Roof (above grade). All floor references in the Plan to particular floors ("Floors") of the Building are in accordance with such floor designations. As a

result, the elevation of such Floors may not correspond to similarly designated floors in a typical residential building, and Sponsor makes no representation whatsoever with respect thereto. Floor numbering in the plans for the Building filed with the New York City Department of Buildings includes references to construction levels which are not based on the actual height of the floor and therefore differ in that respect from Floor designations of the Building as set forth above. (See Section the Section of the Plan entitled "Introduction" in Part I of the Plan for further discussion.)

31. **Increase or Decrease in Common Interest**

The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to the Penthouse Units and to the Hotel Unit. In such event, the Common Interest appurtenant to each individual Penthouse Unit would be adjusted (by a minimal amount). Sponsor expressly reserves the right, from time to time prior to the First Closing, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Common Interest of any Penthouse Unit be increased as a result of any of the foregoing by more than 5%. (See the Section of Part I of this Plan entitled "Changes in Prices and Units" for further discussion)

32. **Window Washing**

The washing and cleaning of interior glass surfaces of windows in each Penthouse Unit will be the responsibility of the Penthouse Unit Owner thereof. The Hotel Unit Owner will cause all Building window exteriors to be cleaned a minimum of two (2) times per calendar year, and an allocated portion of the cost thereof will be charged to all Penthouse Unit Owners as a Common Expense reimbursable to the Hotel Unit Owner as a Hotel Shared Component Cost. Penthouse 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. (See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Board of Managers" for further discussion)

33. **Board's and Hotel Unit Owner's Right of First Refusal**

With certain exceptions, any sale of a Penthouse Unit will be subject to a right by each of the Board and the Hotel Unit Owner (or its designee) to acquire such Penthouse Unit, on the same terms as were offered by the Penthouse Unit Owner to the potential purchaser thereof. This right of first refusal in favor of the Board and the Hotel Unit Owner (or its designee) is not applicable to a sale of the Unsold Penthouse Units, the resale of a Penthouse Unit to Sponsor or its designee or any subsequent sale of such Penthouse Unit by Sponsor or its designee. It is also not applicable to the sale of the Hotel Unit. The Hotel Unit Owner (or its designee) shall in all events

have priority over the Board in exercising any right of first refusal offered in accordance with the terms of the Condominium By-Laws. (See the Section in Part I of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for further discussion).

34. **Delay in Collection of Common Charges**

Sponsor shall have the right, in its sole and absolute discretion, to cause the Board to waive the collection of some or all of the Common Charges from Penthouse Unit Owners for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all remaining expenses to operate the Condominium during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period, including the anticipated period of delay in a closing notice to Purchasers and in the amendment to the Plan disclosing the occurrence of the First Closing; (ii) Sponsor will provide thirty (30) days prior written notice to Penthouse Unit Owners disclosing the expiration of the Waiver Period and shall subsequently file an amendment to the Plan disclosing the expiration of the Waiver Period; (iii) during any such Waiver Period, Sponsor will timely pay all Operating Expenses; (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 for the Condominium; and (v) Sponsor shall remain obligated to update the budget for the Condominium, as required by governing Department of Law regulations.

All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Condominium and not on estimates set forth in the Condominium's First Year Budget. Purchasers should note that the Condominium's First Year 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 individual Penthouse Unit Owner expenses such as, but not limited to, real estate taxes (regardless of whether the Unit has been separately assessed), utility charges, Additional Service Fees and Per-Use Fees, which shall be paid by the Penthouse Unit Owner of each Penthouse Unit.

(See the Sections entitled "Notes to Schedule A" and "Control by Sponsor" in Part I of the Plan for further discussion.)

35. **Sponsor's Use of the Building for Promotional Functions**

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building (other than the Penthouse Units which are not owned by Sponsor, and subject to any rights of the Hotel Unit Owner in the Hotel Unit as set forth in the Condominium Declaration and By-Laws), for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise). Such activities may result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Property. (See the Section of Part I of the Plan entitled "Description of the Property and Improvements" for further discussion.)

36. **Reservation of Air/Development Rights**

The owner of the Hotel Unit has retained and expressly reserves all excess air or developmental rights (collectively, the "Air Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Penthouse Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Penthouse Unit by any Penthouse Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements, may not be possible or may be limited. Further, as a result of such reservation by the owner of the Hotel Unit, the owner of Hotel Unit may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Air Rights reserved by the owner of the Hotel Unit will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In the event such excess Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected.

Notwithstanding the foregoing, Sponsor reserves the right, prior to the First Closing, to acquire additional Air Rights with respect to the Property, and to modify the Floor Plans with respect to the Building as it relates the Hotel Unit, which modified Floor Plans shall be disclosed in an amendment to the Plan.

(See the Section of the Plan entitled "Reservation of Air/Development Rights" set for in Part I of the Plan for further discussion.)

37. **Special Allocation of Certain Common Expenses**

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Hotel Unit Owner, who will receive in certain instances greater or fewer services from the Condominium, will bear an allocated share of the expenses of the Condominium, all as described in the Condominium First Year Budget and Article 6 of the Condominium By-Laws. Such allocated share of expenses will result in the Penthouse Unit Owners having to pay either higher (if fewer services are being provided to the Hotel Unit Owner) or lower (if greater services are being provided to the Hotel Unit Owner) shared expenses of the Condominium. Sponsor's budget expert has certified that the amounts of Common Expenses allocable to the Hotel Unit Owner pursuant to the Condominium

First Year Budget and Article 6 of the Condominium By-Laws represent amounts fairly attributable to the Hotel Unit Owner. The requirements for amending Article 6 of the Condominium By-Laws do not differ from those otherwise provided in the Condominium By-Laws, respectively.

(See the Sections entitled "Notes to Schedule B" in Part I of the Plan for further discussion.)

38. **Window Limit Stops**

No window guards, except for the window limit stops contained in the windows installed by Sponsor shall be used in or about any Penthouse Unit, unless otherwise required by applicable Legal Requirements and as approved by the Board. Window limit stops installed at each window appurtenant to a Penthouse Unit permit the window to only be opened no more than four (4) inches. Each Penthouse Unit Owner shall notify the Condominium Manager in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Penthouse Unit. The Penthouse Unit Owner shall maintain all window guards and window limit stops installed in the Unit and shall not remove or dismantle the same, and shall at all times comply with Legal Requirements pertaining thereto. (See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan for further discussion.)

39. **Model Unit**

Purchasers are advised that there may be certain design elements included in a model Penthouse Unit that are not offered for sale and not included in the Penthouse Units being sold. Specifically, the furniture, furnishings, materials, equipment, hardware, installations, lighting or decorations displayed in a model Penthouse Unit should not be deemed to be included in the sale of a Penthouse Unit, except as otherwise described in this Plan. The materials, appliances and finishes, etc. in the Building and/or Penthouse Units are described in this Plan and are subject to modification as provided herein, and may vary from those displayed in a model Penthouse Unit. All dimensions in a model Penthouse Unit are approximate and subject to normal construction variances and tolerances. Purchasers should consult the Description of Property and Specifications appearing as Exhibit 4 in Part II of this Plan and the Floor Plans appearing as Exhibit 4 in Part II of the Plan for additional information with respect to what is being included in the sale of each Penthouse Unit. (See the Sections entitled "Description of Property and Improvements" and "Terms of Sale" in Part I of the Plan for further discussion.)

40. **Wood Floors**

The Penthouse Units will be delivered with wood or engineered wood floors. As recommended by the National Wood Flooring Association, Penthouse Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at http://www.nwfa.org/. All wood products should be maintained in accordance with manufacturer's recommendations.

Wood is also subject to changes as a result of humidity, including seasonal changes in humidity, as well as chipping, scratching, cracking, cupping and curling. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear, including without limitation, bleaching due to sun exposure. Any exposure to the sun will subject the floors to bleaching and Sponsor makes no representation about the color or cohesion of the floor. Relative humidity should be between thirty-five percent (35%) and sixty-five percent (65%) to avoid excessive shrinkage, cracking, swelling or cupping.

Sponsor makes no representation as to the number of times such floors can be sanded, if at all. Sponsor is not responsible for: (i) variations in floor level and slight separation between base and floor; (ii) variations in width, length or tone of wood floor strips or normal shrinking or expansion of wood flooring due to changes in moisture content of wood; or (iii) scratches and dents in flooring.

(See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

41. **Stone Surfaces**

Maintenance and cleaning of any stone surfaces by Penthouse Unit Owners should be done in accordance with the recommendations of the Marble Institute of America, available at https://www.marble-institute.com/. (See the Section entitled "Description of Property and Specifications" set forth as Exhibit 4 in Part II of the Plan for further discussion.)

42. **Certification by Sponsor and Sponsor's Principals**

Exhibit 8A in Part II of this Plan includes a certification by Sponsor and Sponsor's principals (the "Sponsor Certification") pursuant to Section 20.4(b) of the regulations issued pursuant to General Business Law, Article 23-A, as amended (the "Martin Act"). Sponsor's principals have executed the Sponsor Certification for compliance with the Martin Act and governing regulations. Sponsor's principals expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or the Condominium Board, on their behalf) in connection with or arising solely from their execution of the Sponsor Certification, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et. al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). (See the Section entitled "General" in Part I of the Plan and Exhibit 8A in Part II of the Plan for further discussion.)

43. **Title Company Reporting**

On January 13, 2016, the U.S. Financial Crimes Enforcement Network ("FinCEN") issued an order (later publicly supplemented on July 22, 2016, February 21, 2017, August 22, 2017, March 20, 2018, November 15, 2018, May 14, 2019, November 8, 2019, May 8, 2020 and November 5, 2020, as supplemented, the "Order") requiring title companies to collect and report certain information about persons involved in residential real estate transactions in Manhattan for closings occurring until the expiration of the effective period of such Order, currently October 31, 2021 (subject to extension). Pursuant to the last publicly published version of the Order, title companies are required to disclose the identities of the beneficial owner(s) or holder(s) of 25% or

more of the direct or indirect equity or beneficial interests in a purchasing entity in residential real estate transactions where: (a) Purchaser is a legal entity as defined in the Order; (b) the total purchase price is in excess of $300,000; (c) Purchaser does not obtain external financing; and (d) the Deposit or Balance is made, at least in part, using currency, 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. Purchasers and their attorneys should confer with Purchaser's title insurance company immediately to determine the applicability of these new requirements to this transaction and, to the extent the same are applicable, make arrangements with the title company to provide it in advance of closing with any necessary information in order to permit the title company to insure title and comply with the title company's closing and reporting requirements under the Order. Sponsor shall have no obligation whatsoever in connection with satisfying any requirements of Purchaser's title insurer or otherwise with respect to the Order; and Purchaser will be fully liable for any additional costs or delays to closing relating thereto. As of the last publicly published Order, as used herein, "legal entity" is defined in the Order as including United States or foreign corporations, limited liability companies, partnerships or other similar business entities, other than a business whose common stock or analogous equity interest 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. Sponsor makes no representation as to whether the foregoing requirements shall apply to the sale of Penthouse Units hereunder, and Purchasers should consult with their attorneys with regard thereto. (See the Section of Part I of this Plan entitled "Procedure to Purchase" for further discussion.)

44. **Arbitration**

Arbitration is not required for disputes between Sponsor and Purchasers under the Plan. As more fully set forth in the Condominium By-Laws, arbitration conducted by the American Arbitration Association or any successor organization thereto is provided for certain disputes between and among the Unit Owners and/or the Board. (See the "Condominium By-Laws" set forth as Exhibit 7 in Part II of the Plan for further discussion.)

45. **Waiver of Jury Trial**

The Form of Agreement set forth as Exhibit 1 in Part II of this Plan provides that except as prohibited by law, Purchaser and Sponsor shall waive trial by jury in any litigation arising out of, connected with, or relating to the Agreement or the relationship created thereby or in the Plan. The Agreement further provides that with respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, or move to consolidate such claim with, any action or proceeding in which a jury trial is waived. (See the "Agreement (and Escrow Rider)" set forth as Exhibit 1 in Part II of the Plan for further discussion.)

46. **Local Law 11/98**

As set forth in the Description of Property and Specifications set forth as Exhibit 4 in Part II of the Plan, Local Law 11/98 requires that the exterior walls of the Building be inspected every five (5) years after construction is complete or as otherwise required by the applicable laws and regulations. Compliance with Local Law 11/98, including, but not limited to, hiring an architect or engineer to perform an inspection and filing a report with DOB, and any costs

associated therewith shall be handled by the Hotel Unit Owner, provided that a portion of the cost thereof shall be reimbursable to the Hotel Unit Owner by the Condominium as a Hotel Shared Component Cost allocated in accordance with the provisions of the Condominium By-Laws with respect to such cost allocations. Purchasers are advised that costs associated with Local Law 11/98 inspections could be substantial and may include installation of construction bridges and other scaffolding as required by DOB for extended periods of time. (See the Section entitled "Description of Property and Specifications" set forth as Exhibit 4 in Part II of the Plan for further discussion.)

47. **Smoking Policy**

The Condominium shall be operated as a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Penthouse Units and in all interior and exterior areas of the Hotel Unit and the Common Elements. Smoking shall only be permitted within designated smoking areas located at least 25 feet from the Building entries, outdoor air intakes and operable windows; appropriate signage will be installed and maintained at all entrances to indicate the aforementioned no-smoking policy. For avoidance of doubt, smoking of marijuana shall also be prohibited in the Building. Any violation of this policy by an occupant of a Penthouse Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Condominium Board under the Condominium By-Laws, including, without limitation, such fines and penalties as the Condominium Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Condominium Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive. (See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

48. **Pet Policy**

The Rules and Regulations annexed to the Condominium By-Laws set forth in Part II of this Plan provide that 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 Penthouse Unit without the same in each instance having been expressly permitted in writing by the Condominium Board and such consent, if given, shall be revocable by the Condominium Board in its sole discretion, at any time, with or without cause. Any pet constituting a nuisance shall be permanently removed from the Building within one (1) week after notice from the Condominium Board. In no event shall there be maintained in any Penthouse Unit more than two (2) pets without the consent of the Condominium Board, which may be granted or denied in the sole discretion of the Condominium Board, nor shall any bird, reptile, or animal be permitted in any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Notwithstanding anything contained herein to the contrary, Sponsor shall have the right to grant, at any time, on behalf of the Condominium Board, to any Penthouse Unit Owner, an irrevocable consent, in order to allow such Unit Owner to keep one (1) or more pet(s) of any

kind in its Unit. (See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion).

49. **Public Plaza**

The Condominium will include a public plaza fronting on West 28th Street on the southern portion of the property (the "Plaza" or "Public Plaza") as depicted on the Floor Plans of the Building set forth as Exhibit 5 in Part II of this Plan. The Plaza will initially be open to the general public 24 hours a day, 7 days a week and will feature benches, planters and other amenities, to the extent required by applicable law. The Plaza will constitute a portion of the Hotel Unit exterior. Except as otherwise set forth in the Plan and the Condominium Documents, the cleaning and maintenance of the Plaza will be the responsibility of the Hotel Unit Owner (and may be performed by the Hotel Manager on the Hotel Unit Owner's behalf) but a portion thereof will be charged to the Condominium and allocated to the Unit Owners as a Common Expense which is a Hotel Shared Component Cost as more particularly shown in the First Year's Budget. Additionally, the Hotel Unit Owner has reserved the right, under the Condominium Documents, to file an application with the City Planning Commission for a certification designating a portion of the Plaza for use as an "open air café," as that term is defined in the Zoning Resolution, to be operated and/or leased by the Hotel Unit Owner or its designee. On account of the foregoing, it should be noted that use of the Plaza may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

(See the Section of Part I of this Plan entitled "Description of the Property and Improvements" for further discussion)

50. **Building Mechanical Equipment and Noise**

The Building incorporates highly sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Penthouse Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of the Sponsor with respect to such noise and/or vibration will be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical hotels and in compliance with applicable Legal Requirements, including the New York City Building Code.

Additionally, Purchasers are advised that certain roofs of the Building above Floor PH41 are only accessible via catwalks in the ceiling above the Penthouse Units, and as a result thereof, during periods where maintenance workers and staff require access thereto, Penthouse Unit Owners may experience temporary noise and/or disruptions in their Units.

(See the Section of Part I of this Plan entitled "Description of the Property and Improvements" for further discussion)

51. **Views from Units**

No representation is made regarding the views from any windows in the Building and all views are subject to change at any time, for any reason, and/or may become obstructed.

No representation is made that construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows in the Building. No representation is made that any trees, which may currently exist (as of the initial filing date of this Plan), be planted in the future or grow, will not result in obstruction or alteration of the views from any windows in the Building. Any marketing images are representations only and do not reflect actual views. Sponsor shall have no liability to any Penthouse Unit Owner on account of the view from any Penthouse Unit. (See the Section of Part I of this Plan entitled "Description of the Property and Improvements" for further discussion)

52. **Building Settling**

All buildings and the attached nonstructural components endure, and Sponsor shall not be responsible for, short and long term creep and shrinkage along with various deformations and movements under different loadings: differential column shortening, lateral story drift, building racking, deflection and thermal deformation, and similar results. Penthouse Unit Owners should expect structural movement that may result in uneven floors, minor cracking in partitions, floor and ceiling finishes and other cosmetic issues.

As more particularly set forth in the "Description of Property and Specifications" set forth in Part II of this Plan, Purchasers are advised that the overall drift of the Building for the 10-year wind load is anticipated to be H/400, where H is the overall height of the Building; and the inter-story drift for the 10-year wind load is anticipated to be H/380, where H is the floor-to-floor height of the Building. Purchasers are advised that no mitigating elements are being provided.

(See the Section of Part I of this Plan entitled "Description of the Property and Improvements" for further discussion)

53. **Waiver of Diplomatic or Sovereign Immunity**

Purchasers will be required to waive expressly any and all immunity from suit by Sponsor and/or the Board. In addition, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to such Purchaser's Penthouse Unit, to deposit with the Board an amount equal to two years' estimated Common Charges (as defined herein). (See the Sections of Part I of this Plan entitled "Procedure to Purchase" and "Unit Closing Costs and Adjustments" for further discussion.)

54. **Adjacent Parcels and Related Agreements**

The Condominium will comprise the land designated, as of the date of the filing of this Plan, as Block 830, Lots 17 and 24, in the County of New York, Borough of Manhattan, City and State of New York, and known by the street address 29-35 West 28th Street and 1185 Broadway, New York, NY (the "Land"). The parcels below, adjacent to or within close proximity to the Land include (i) Block 830, Lot 62, known by the street address 1201 Broadway, New York, NY (the "1201 Broadway Parcel"), (ii) Block 830, Lot 67, known by the street address 32 West 29th Street, New York, NY (the "32 West 29th Street Parcel"), (iii) Block 830, Lot 69, known by

the street address 36-40 West 29th Street, New York, NY (the "36-40 West 29th Street Parcel"), (iv) Block 830, Lot 14, known by the street address 41 West 28th Street, New York, NY (the "41 West 28th Street Parcel"), and (v) Block 830, Lot 13, known by the street address 43 West 28th Street, New York, NY (the "43 West 28th Street Parcel") (all of the foregoing collectively, the "Adjacent Parcels"). The Building is intended to be constructed adjacent to one or more of the Adjacent Parcels. The following existing agreements (the "Adjacent Parcel Agreements"), summarized below, relate to the Land and the Adjacent Parcels:

1. **Declarations of Zoning Lot Restrictions**. The Land and the Adjacent Parcels were merged into a single zoning lot pursuant to a series of Declarations of Zoning Lot Restrictions, as follows: (i) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the Office of the City Register (the "City Register's Office") on July 20, 2018 as CRFN. 2018000241393, merging the Land and the 1201 Parcel into a single zoning lot; (ii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241399, merging the Land, the 1201 Parcel and the 32 West 29th Street Parcel into a single zoning lot; (iii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241403, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel into a single zoning lot; (iv) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241406, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel and the 41 West 28th Street Parcel into a single zoning lot; and (v) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241410, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel, the 41 West 28th Street Parcel and the 43 West 28th Street Parcel into a single zoning lot.

2. **Zoning Lot Development and Easement Agreements**. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following agreements: (i) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241394, affecting the Land, the 1201 Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 1201 Parcel to the Land, (b) a light and air easement for the benefit of the 1201 Parcel over a portion of the Land for a period of 30 years, and (c) certain other covenants and restrictions related to the zoning lot; (ii) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241400, affecting the Land, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through development rights from other parcels within Block 830 to the Land (but no development rights were transferred from the 32 West 29th Street Parcel), (b) a light and air easement for the benefit of the Land over a portion of the 32 West 29th Street Parcel, subject to termination if such light and air easement is not required pursuant to legal requirements, and (c) certain other covenants and restrictions related to the zoning lot; (iii) Zoning Lot Development Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241404, affecting the Land and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through

development rights from the 41 West 28th Street Parcel and the 43 West 28th Street Parcel to the Land (but no development rights were transferred from the 36-40 West 29th Street Parcel), and (b) certain other covenants and restrictions related to the zoning lot; (iv) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241407, affecting the Land and the 41 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 41 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land over a portion of the 41 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot; and (v) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241411, affecting the Land and the 43 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 43 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land Parcel over a portion of the 43 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot. Purchasers are advised that if the light and air easement referred to above in clause (ii)(b) of this paragraph 2 is, in fact, terminated, such termination shall have no effect on the Property being in compliance with applicable laws, however, the same may impact a Purchaser's views since the granting property may be built higher, and Sponsor, makes no representation with respect thereto.

3. **Light and Air Easement Agreements**. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following separate light and air easement agreements which were entered into in furtherance of the light and air easements granted under the Zoning Lot Development and Easement Agreements described in Section 2(iv) and (v) above: (i) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241408, which granted a light and air easement for the benefit of the Land over a portion of the 41 West 28th Street Parcel; and (ii) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241412, which granted a light and air easement for the benefit of the Land over a portion of the 43 West 28th Street Parcel.

Purchasers are advised that as a result of the light and air Easement benefiting the 1201 Parcel, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner into the volume of space covered by the Light and Air Easement will not be possible during the 30-year period provided for in the Zoning Lot Development and Easement Agreement with the owner of the 1201 Parcel. Purchasers are advised that the Condominium will not benefit in any material way from any light and air easement over the 1201 Parcel, the 36-40 West 29th Street Parcel and any other parcels of land located within Block 830. Therefore, Sponsor makes no representation regarding future development at such sites.

Copies of the Adjacent Parcel Agreements, to the extent the same have been otherwise made publicly available, will be available for inspection at the offices of the Selling Agent(s).

55. **Income Tax Considerations**

Since it is currently anticipated that less than eight-five percent (85%) of the total square footage of the Units in the Condominium will be used for residential purposes, Sponsor's Counsel, for purposes of the Plan, has opined that the Condominium Board will not be eligible to elect to be treated as a "homeowners association" under the Internal Revenue Code, section 528(c). If the Condominium Board, in fact, does not so qualify, it is possible that there could be federal, state and local income taxes payable by the Unit Owners. Since the Condominium would be taxed with respect to the difference between the anticipated income and expenses, and the budget is designed so that income equals expenses, it is anticipated that any taxable surplus would be minimal and unquantifiable at this time. See the Section entitled "Income Tax Opinion of Sponsor's Counsel" in Part I of the Plan for further details regarding Internal Revenue Code section 528(c).

56. **Penthouse Unit Owner's Maintenance Deficiencies**

As more particularly described in Section 6.6.1 of the Condominium By-Laws, Penthouse Unit Owners shall be responsible for all maintenance, repairs and replacements in their respective Units in accordance with the Hotel Standard. Additionally, unless otherwise consented to by Sponsor or the Board, each Penthouse Unit Owner shall, at its sole cost and expense: (a) decorate and furnish or cause to be decorated and furnished its Unit in a manner suitable for luxury hotel accommodation and at all times consistent with the Hotel Standard then in effect (the initial purchase of FF&E by a Purchaser hereunder shall be deemed to satisfy this obligation), and (b) maintain or cause to be maintained the interiors of its Unit and any fixtures, furnishings and equipment therein in a manner suitable for luxury hotel accommodations and at all times consistent with the Hotel Standard then in effect. In furtherance of enforcing each Penthouse Unit Owner's obligation to decorate, furnish and maintain its Penthouse Unit (including, but not limited to, the fixtures, furnishing and equipment contained therein) in accordance with the provisions of Section 6.6.1 of the Condominium By-Laws, each of the Board (or the Condominium Manager on the Board's behalf) and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right and an easement to enter the Unit from time to time (upon at least 24 hours' notice) in order inspect the Unit and ensure compliance with the provisions thereof, and in the event the Board (or the Condominium Manager on its behalf) or the Hotel Unit Owner (or the Hotel Manager on its behalf) determines that a Unit Owner has failed to keep his or her Unit or any aspect thereof (including, but not limited to the fixtures, furnishings and equipment contained therein) in the required condition (a "PHU Maintenance Deficiency"), the Board (or the Condominium Manager on the Board's behalf) shall have the right to (and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to require the Board to) at the expense of the defaulting Penthouse Unit Owner to enter the Penthouse Unit and perform such acts as are necessary to cure such default. Additionally, in the event of a PHU Maintenance Deficiency by a Penthouse Unit Owner, the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to suspend the defaulting Penthouse Unit Owner's use of the Hotel Shared Component amenity areas until the PHU Maintenance Deficiency is corrected. For avoidance of doubt, unless otherwise agreed to in writing between a Penthouse Unit Owner and any Qualified Broker, and subject in all events to the provisions of the Condominium Documents, a Penthouse Unit Owner may maintain additional FF&E within its Unit without the consent of the Hotel Manager or any other party provided that such Unit Owner is at all times

being maintained by the Penthouse Unit Owner thereof in a manner suitable for luxury hotel accommodation. (See the Section of Part I of the Plan entitled "Introduction" for further discussion).

57. **Deductibility of Home Mortgage Interest**

Generally, each Penthouse Unit Owner who holds the Penthouse Unit as a "qualified residence" and does not hold the Penthouse Unit for rental or in connection with a business is entitled to a deduction for interest paid on "acquisition indebtedness" during the taxable year with respect to his or her Penthouse Unit, subject to a limitation on the amount of acquisition indebtedness. Other limitations on deductibility may apply in the event of a rental of a Penthouse Unit also used for personal use. The rules regarding the deductibility of mortgage interest are very complex. Prospective Purchasers are directed to Section S of this Plan, "Income Tax Deductions to Penthouse Unit Owners and Tax Status of Condominium," and Section T, "Opinions of Counsel", for more detailed discussions of the deductibility of home mortgage interest. Purchasers are urged to consult their tax advisers regarding application of such rules to them based on their particular circumstances.

58. **Risk of Loss**

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, unless Sponsor gives written notice to the Purchaser within 180 days from the date of such fire or casualty that Sponsor has elected not to repair or restore the Unit, then the Agreement will continue in full force and effect, and the Purchaser will not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor will 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 will, subject to the rights, if any, of the Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit within the aforementioned 180 day period, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the By-Laws (See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan), the Agreement will be deemed terminated, Sponsor will return to the Purchaser the entire Deposit (within 30 days from the date of Sponsor's written notification of its election not to repair or restore or the Unit Owners' written determination not to make such repair or restoration pursuant to the By-Laws, whichever is applicable), together with interest earned thereon, and the parties will be released and discharged from all rights, obligations and liability under the Agreement and the Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

(See the Section of Part I of this Plan entitled "Procedure to Purchase" for further discussion.)

59. **Fire Egress**

Upon completion, the Building shall be in compliance with code requirements for building emergency egress, including fire safety and emergency action plans, as required by NYC Fire Code. Occupant evacuation elevators are proposed for occupant self-evacuation during a fire emergency and, in certain instances, will enable occupants to evacuate by way of such elevators in lieu of utilizing the fire stairs. Said occupant evacuation elevators will meet the requirements of the 2014 NYC Building Code Sections 3008.1-3008.11.

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PART I

A. INTRODUCTION

RP1185 LLC ("Sponsor"), a limited liability company organized and existing under the Laws of the State of Delaware, hereby presents this Offering Plan (the "Plan") with respect to the offering of sixteen (16) for-sale condominium units (the "Penthouse Units") in the condominium to be known as "1185 Broadway Condominium" (the "Condominium"), which Condominium shall encumber the land, building and appurtenances thereto, located on the northwest corner of Broadway and 28th Street and known by the street address 1185 Broadway (Marketing Address: 25 West 28th Street), New York, New York. No other portion of the Condominium is offered for sale hereunder at this time, including, without limitation, the Hotel Unit (the "Hotel Unit") to be included in the Condominium.

The purpose of the Plan is to set forth in detail all material terms of the offering by Sponsor of the Penthouse Units located in the Condominium and offered hereby.* Sponsor may amend the Plan from time to time by filing an amendment with the New York State Department of Law ("Department of Law"), a copy of which amendment will be served on all purchasers of Penthouse Units pursuant to executed Agreements who are not in default, and to all Penthouse Unit Owners and any Offerees, as may be required by applicable law or regulation.

The Plan is presented in two parts (in one volume), which together, constitute the entire Plan. Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and the Unit Owners. 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 and certifications by Sponsor, Sponsor's architect and Sponsor's budget expert. In addition to the Plan, Sponsor has filed separately with the Department of Law certain exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

The Plan, including all Schedules set forth herein, and Parts A, B, C and D of the exhibits, together constitute the entire offer of Sponsor to sell the Penthouse Units at the Condominium which are the subject of the Plan. Sponsor will not make, and has not authorized any other party to make, any oral representations or statements concerning the Plan, and no such representations or statements will be considered part of the Plan. No information, data or representations other than those contained herein or in the documents annexed hereto as exhibits in Part II of the Plan may be relied upon. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge, and for copying at a reasonable charge, at the Condominium's Sales Office by appointment and at the Department of Law, 28 Liberty Street, New York, New York 10005.

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* Each capitalized term used in Part I of the Plan will have the meaning ascribed thereto in the section of the Plan entitled "Certain Definitions", unless otherwise clearly indicated or defined elsewhere.

The Condominium will be organized pursuant to Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter referred to as the "Condominium Act". The Condominium is subject to and will comply with all statutes and regulations applicable to condominiums in the State of New York.

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

1. The Property

By deed dated January 8, 2015, Sponsor acquired title to an approximately 16,798 square foot parcel located at 1185 Broadway, New York, New York and known as tax lots 17 and 24 (to be merged into single lot 24) of Block 830 (the "Land"). Sponsor is constructing a new building thereon (the "Building", and together with the Land, the "Property") which, as more specifically described herein, upon completion of construction, will constitute the Condominium and will include: (a) 16 for-sale condominium units (the "Penthouse Units") located on portions of Floors PH38 through PH41 of the Building; (b) a hotel unit (the "Hotel Unit") located on portions of Floors Cellar 3, Cellar 2, Cellar 1, 1 through 7 and 14 through 44 of the Building and including certain exterior spaces shown on the Floor Plans as "Hotel Unit Exterior"; and (c) certain Common Elements as and to the extent more particularly described in the Declaration annexed in Part II of this Plan as Exhibit 4.

Purchasers are advised that the Hotel Unit will include, in addition to those areas comprising the Hotel and the Building's bar/restaurant, retail and spa spaces, the Land (as hereinafter defined) and all other portions of the Building, including equipment and materials thereon, other than the Penthouse Units and the personal property therein. As such, the Building entrances, lobbies, elevators, stairs, corridors, utility and service areas, systems and equipment, whether or not serving only the Hotel Unit or both the Hotel Unit and the Penthouse Units, shall be owned and controlled by the Hotel Unit Owner and may be managed by the Hotel Manager on the Hotel Unit Owner's behalf. Additionally, all structural elements, foundations, foundation walls, roofs, facades, windows and storefronts, except to the extent the same are expressly designated as part of a Penthouse Unit pursuant to the Condominium Documents, are part of the Hotel Unit. Those components of the Building which serve or benefit both the Hotel Unit Owner and the Penthouse Unit Owners but are included in the Hotel Unit are referred to herein as the ("Hotel Shared Components") and are more specifically identified in the Condominium Declaration set forth as Exhibit 6 in Part II of this Plan.

Pursuant to the Condominium Documents, each Penthouse Unit Owner shall be granted a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or serve the Penthouse Unit Owners (the "Hotel Shared Easement Areas"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the

Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, the Penthouse Unit Owners will be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel. The Hotel Shared Easement Areas are part of the Hotel Shared Components. Pursuant to the Condominium Documents, the Hotel Unit Owner shall have the right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements. Purchasers are advised that, the Hotel Unit Owner's right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner may result in withdrawal of any amenities which may be available for use by any Penthouse Unit Owners at a given time, which amenities, are anticipated to initially include the fitness center, changing/locker rooms, sauna/steam rooms and the bicycle room.

Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on the Hotel Unit Owner's behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Pursuant to the Condominium Documents, any Basic Hotel Services shall be provided in accordance with the Hotel Standard. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget (as hereinafter defined) as a Hotel Shared Component Cost (as hereinafter defined), allocated solely to the Penthouse Unit Owners on the basis of Common Interest. Purchasers are advised that if the Board failed to arrange for or if the Hotel Unit Owner or Hotel Manager failed to provide or discontinued or in any way modified the Basic Hotel Services being provided to Penthouse Unit Owners, Penthouse Unit Owners may have to make arrangements for the provision of such services independent of the Hotel Unit Owner or the Hotel Manager, and that such services may be difficult or more costly to procure from a party other than the Hotel Unit Owner or the Hotel Manager.

In order to reimburse the Hotel Unit Owner for a portion of the cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part (all of the foregoing expenses set forth in clauses (a) through (c) of this sentence being referred to herein as (the "Hotel Shared Component Costs")), the Condominium Board shall assess each Penthouse Unit Owner on behalf of the Hotel Unit Owner for their allocated share of such Hotel Shared Component Costs which shall be payable by each Penthouse Unit Owner to the Condominium Board as Common Charges, and which shall in turn, be reimbursed to the Hotel Unit Owner by the Condominium Board on behalf of the Penthouse Unit Owners. The Hotel Shared Component Costs for which the Hotel Unit Owner may seek reimbursement from the Penthouse Unit Owners through the Condominium are more particularly described in the Condominium By-Laws and in "Schedule B" (the "First Year Budget") and the "Notes to Schedule B" and "Schedule C" (the "Hotel Shared Components Budget") and the "Notes to Schedule C" contained in Part I of this Plan. The Hotel Unit Owner shall also have the right to seek reimbursement from the Condominium for an allocated portion of the cost to make certain capital improvements to the Hotel Shared Components, in which event the Condominium Board may assess the Penthouse Unit Owners for their allocated portion of the cost thereof in accordance with the provisions of the Condominium By-Laws.

As more particularly described in the First Year Budget and "Notes to Schedule B" in Part I of this Plan, since the Condominium is comprised mainly of a Hotel, and since the Penthouse Unit Owners will be obligated to pay an allocated share of the cost to operate and maintain certain portions of the Hotel (as described in the immediately preceding paragraph) consistent with the Hotel Standard, which costs may include items not routinely associated with the operation of a typical residential condominium, Penthouse Unit Owners may pay common charges which are greater than those which might otherwise be found in a typical residential condominium.

Additionally, the Board may arrange with the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Penthouse Units to begin in or about October, 2021. Prospective Purchasers should note, however, that the Penthouse Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Penthouse Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Penthouse Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event (x) the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if the amended budget exceeds the projected budget set forth herein by 25% or more; or (y) the First Closing does not occur within 12 months after October 1, 2021, the date set forth in the First Year Budget as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of

any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which will be deemed to have been waived by all Purchasers. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers who execute Agreements after the date of such amendment will only be entitled to rescission (as described in the immediately preceding sentence) if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after October 1, 2021 (or, as applicable, such later projected First Closing date pursuant to an amendment to this Plan), Sponsor may schedule the closings of title to other Units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified timeframe or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. No closing of title to any Unit will take place prior to the Plan being declared effective.

As set forth in more detail in the Section of this Plan entitled "Changes in Prices and Units" in Part I of the Plan, Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units, even after the Condominium is created, except with respect to a Unit as to which a binding Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change.

Sponsor has a construction loan encumbering the Property ("Sponsor's Loan"), which Sponsor obtained from Atalaya Fund VI Reit Inc., Pacific Western Bank, EB5 Capital-Jobs Fund 22, LP and ACM REM LLC (together with any co-lenders, successors and assigns of Sponsor's Loan, "Sponsor's Lender") in the aggregate maximum amount of $480,000,000.00. Sponsor's Loan has a current maturity date of January 2, 2022, which is subject to extension in accordance with the terms of Sponsor's Loan. Payments are interest only on a monthly basis based on the outstanding amount of said loan from time to time. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Release prices under Sponsor's Loan are the greater of scheduled minimum release prices or net proceeds of sale; and Sponsor's Loan does not contain any restriction on Sponsor's ability to rent Unsold Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's obligations hereunder pursuant to Sponsor's Loan, provided Sponsor's Lender performs in accordance with the terms of the Plan, and there are otherwise no material changes thereto, such event shall not be deemed material and adverse and will not give rise to a right of rescission.

2. **Features of Condominium Ownership**

Each Penthouse Unit Owner is the fee owner of his or her Unit. Each such Penthouse Unit Owner also owns, in common with the owners of all other Units, an undivided interest in any Common Elements, which, as more particularly set forth herein and in the Declaration, include all parts of the Property other than the Units themselves. Notwithstanding the foregoing, Purchasers are advised that the Land and primarily all areas of the Building, including equipment and materials thereon, other than the Penthouse Units, will be categorized under the Condominium Declaration and Tax Lot Drawings as being part of the Hotel Unit, and

that the Penthouse Unit Owners will be granted access to certain areas shared by the Hotel Unit Owner and the Penthouse Unit Owners which are designated as part of the Hotel Unit by means of easements with respect thereto as more particularly set forth in the Condominium Declaration. See paragraph 1 above "The Property" for further discussion.

Use and occupancy of all Units is governed by the Declaration and the By-Laws (as hereinafter defined), applicable Legal Requirements; and, with respect to the Penthouse Units, the provisions of the Plan and any Rules and Regulations.

Since the Building is located in an area zoned M1-6 under the Zoning Resolution of the City of New York (the "Zoning Resolution"), each Penthouse Unit may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium's declaration (the "Declaration") and annexed by-laws (the "By-Laws", which together with the Declaration are referred to herein as the "Condominium Documents"). A copy of the zoning regulations with respect to the Property are on file at Sponsor's office. In order to comply with the use restrictions with respect to the Penthouse Units under the Zoning Resolution and otherwise, the Condominium Documents provide that no Penthouse Unit may be occupied by the owner thereof (the "Penthouse Unit Owner"), or any other individual, in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis.

The above occupancy restrictions, based upon conversations with officials of the New York City Department of Buildings ("DOB") and practices as applied to other similar properties, are provided for informational purposes. Sponsor has not undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and Sponsor makes no representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the permitted use of the Penthouse Units. A purchaser under this plan (a "Purchaser", collectively the "Purchasers") should consult with an attorney in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

As more particularly set forth in the Condominium Documents, a Penthouse Unit Owner other than Sponsor may make its Penthouse Unit available for rental for transient occupancy (and advertise such availability) only through: (i) a direct rental made by such Penthouse Unit Owner; (ii) a licensed rental agent who appears on the Hotel Unit Owner's list (which list may be kept by the Hotel Manager on the Hotel Unit Owner's behalf) of qualified agents that possesses the objective minimum quality standards as reasonably set forth by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) from time to time (the "Rental Agent Standards"); or (iii) a rental agent selected by the Penthouse Unit Owner and approved by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion which otherwise satisfies the Rental Agent Standards. Any rental agent qualifying under clauses (ii) and (iii) of the immediately preceding sentence shall be referred to herein as a "Qualified Broker". The Rental Agent Standards shall initially require that the rental agent: (a) be licensed and bonded in accordance with applicable law; (b) conduct their business commensurate with the Hotel Standard (as hereinafter defined) then in effect; (c) be sufficiently familiar with the Condominium and the Condominium Documents, including the Rules and Regulations annexed thereto to inform

potential renters; and (d) satisfy such additional standards established by the Hotel Unit Owner from time to time. Upon request, the Hotel Unit Owner shall make available to the Penthouse Unit Owners, the Hotel Unit Owner's list of Qualified Brokers and/or the Rental Agent Standards in effect at a given time. Notwithstanding anything contained herein to the contrary, the Hotel Unit Owner or any entity designated by the Hotel Unit Owner shall at all times be deemed to be a Qualified Broker. Each Qualified Broker other than the Hotel Unit Owner or its designee will be required to provide evidence of insurance held by the Qualified Broker upon request by the Board (or Hotel Unit Owner or Hotel Manager, as applicable). Any Qualified Broker must obtain all licenses and permits required under applicable law to conduct leasing activities for a Penthouse Unit Owner's Unit. Any Penthouse Unit Owner directly renting its Penthouse Unit shall at all times comply with all applicable laws in connection with the rental of its Penthouse Unit and shall not utilize any third party rental agent or brokerage services or otherwise in connection the rental of its Penthouse Unit. Each Penthouse Unit Owner (or its Qualified Broker on its behalf) shall be responsible for collecting and remitting all taxes to the appropriate government authorities for all rental and leasing activity all as more particularly described in Special Risk 20. The provisions of this paragraph shall not apply to Sponsor with respect to its Unsold Penthouse Units, provided that Sponsor shall, at all times, comply with applicable law in connection with the rental of Unsold Penthouse Units. In no event shall any Penthouse Unit be used as part of or in furtherance of an Occupancy Plan or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, or as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, swap or exchange company or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole discretion. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership, private residence club and points club products, programs and services (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, arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquires a direct or indirect ownership interest, use or other rights 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).

The Hotel Unit (not offered hereby) may be used for any lawful purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). Neither the Board nor any Penthouse Unit Owner will have any right to restrict or limit any of the uses of, or alterations in or to, the Hotel Unit (including the storefronts thereof) which are permitted by applicable law, except as otherwise set forth in the Condominium Documents. As of the date of initial filing of this Plan with the Department of Law (the "Initial Filing Date"), it is anticipated that the Hotel Unit will be initially owned by Sponsor and primarily operated as a hotel (the "Hotel") and will also include retail, bar/restaurant and spa facilities. As of the Initial Filing Date,

it is anticipated that the Hotel will have approximately 250 guest rooms available for rental on a daily basis and hotel accessory spaces, which may include, but are not limited to, reception areas, hotel offices, hotel back-of-house areas, food and beverage areas, a fitness facility and conference and catering facilities (and uses ancillary to each of the foregoing). No representation or warranty is made with respect to the identity of the Hotel Unit Owner or the use(s) of all or any portion of the Hotel Unit. Sponsor reserves the right to sell the Hotel Unit to an affiliate or an unrelated third party either pursuant to an amendment to this Plan offering the Hotel Unit for sale or pursuant to a "no-action" letter issued by the New York State Department of Law. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. Purchasers are advised that since Sponsor anticipates that portions of the Hotel Unit will initially be used as bar/restaurant facilities and for conference and catering facilities, and given the broad spectrum of uses permitted in the Hotel Unit (including for, among other things, large gatherings), it should be noted that use of the Hotel Unit may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

Subject to the provisions of all applicable laws and ordinances and the Condominium Declaration and By-Laws, Sponsor and any successor Hotel Unit Owner will have the right to, among other things, alter, divide, subdivide and combine its Unit into any number of newly created condominium Units and to offer all or any portion thereof as additional Penthouse Units or as fractional/timeshare interests or otherwise. Sponsor shall not offer additional Penthouse Units for sale without an amendment to the Plan. Sponsor will not offer any fractional/timeshare interests for sale without filing a separate offering plan with respect thereto.

Additionally, Sponsor reserves the right to change the number and size of the Units by, among other things, combining, subdividing and reconfiguring the Units, and, as the case may be, in connection therewith, re-designating in an amendment to the Declaration, among other things, a portion of a subdivided Unit of one type (e.g., the Hotel Unit) as a Unit of another type (e.g., a Penthouse Unit). In such event, the percentage interest in the common elements (the "Common Interest") appurtenant to any diminished unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time, prior to the first closing of a Penthouse Unit hereunder (the "First Closing") to effect such changes and to amend the Plan to reflect the same.

The Condominium Board does not have the right to approve or disapprove Purchasers. With certain exceptions, any sale of a Penthouse Unit will be subject to a right by each of the Board and the Hotel Unit Owner to acquire such Penthouse Unit, on the same terms as were offered by the Penthouse Unit Owner to the potential purchaser thereof. This right of first refusal is not applicable to a sale of the Unsold Penthouse Units, the resale of a Penthouse Unit to Sponsor or its designee or any subsequent sale of such Penthouse Unit by Sponsor or its designee. It is also not applicable to the sale of the Hotel Unit.

There is no limit on the number of Unit Owners who may purchase a Unit for investment, rather than personal occupancy, purposes. As such there may always be a substantial percentage of Unit Owners who are non-occupants of the Condominium. The Penthouse Unit Owners shall at all times be permitted to rent their Penthouse Units on a transient rental basis, provided the same is in accordance with the Condominium Documents.

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right to rent or lease after consummation of the Plan, rather than sell, the Penthouse Units (including, but not limited to, transient rental of the Penthouse Units on a nightly basis) prior to the sale of such Penthouse Unit. Sponsor will have the further right to use the Unsold Penthouse Units as sales offices and/or model units in connection with the marketing of the Penthouse Units. As a result, a Purchaser may be acquiring a Unit that has been previously occupied, but unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies, subject, however, to any reservations existing at that time the proceeds of which shall inure to the benefit of Purchaser. In addition, there is no commitment to sell more Penthouse Units than the fifteen (15%) percent of Penthouse Units necessary to declare the Plan effective and therefore this Plan may not result in the creation of a condominium in which a majority of the Penthouse Units are owned by owner-occupants or investors unrelated to Sponsor.

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Hotel Unit Owner, who will receive in certain instances greater or fewer services from the Condominium, will bear an allocated share of the expenses of the Condominium, all as described in the Condominium First Year Budget and Article 6 of the Condominium By-Laws. Such allocated share of expenses will result in the Penthouse Unit Owners having to pay either higher (if fewer services are being provided to the Hotel Unit Owner) or lower (if greater services are being provided to the Hotel Unit Owner) shared expenses of the Condominium. Sponsor's budget expert has certified that the amounts of Common Expenses allocable to the Hotel Unit Owner pursuant to the Condominium First Year Budget and Article 6 of the Condominium By-Laws represent amounts fairly attributable to the Hotel Unit Owner. The requirements for amending Article 6 of the Condominium By-Laws do not differ from those otherwise provided in the Condominium By-Laws, respectively.

Operation of the Condominium will be vested in the Board which will be designated and/or elected by the Unit Owners and/or designated by Sponsor as described in the Plan and the By-Laws. As more particularly set forth in the By-Laws, the Board will determine the amounts of Common Expenses, the allocation of Common Expenses among the Units (or classes of Units), and will assess the Unit Owners for Common Charges accordingly.

Penthouse Unit Owners may decorate or alter their Units only in accordance with the Declaration, the Condominium By-Laws and the Rules and Regulations and applicable Legal Requirements, and will be responsible for maintaining, repairing and painting their Units and for complying with Legal Requirements applicable to their Units, all at their own expense.

As more particularly described in Section 6.6.1 of the Condominium By-Laws, Penthouse Unit Owners shall be responsible for all maintenance, repairs and replacements in their respective Units in accordance with the Hotel Standard. Additionally, unless otherwise consented to by

Sponsor or the Board, each Penthouse Unit Owner shall, at its sole cost and expense: (a) decorate and furnish or cause to be decorated and furnished its Unit in a manner suitable for luxury hotel accommodation and at all times consistent with the Hotel Standard then in effect (the initial purchase of FF&E by a Purchaser hereunder shall be deemed to satisfy this obligation), and (b) maintain or cause to be maintained the interiors of its Unit and any fixtures, furnishings and equipment therein in a manner suitable for luxury hotel accommodations and at all times consistent with the Hotel Standard then in effect. In furtherance of enforcing each Penthouse Unit Owner's obligation to decorate, furnish and maintain its Penthouse Unit (including, but not limited to, the fixtures, furnishing and equipment contained therein) in accordance with the provisions of Section 6.6.1 of the Condominium By-Laws, each of the Board (or the Condominium Manager on the Board's behalf) and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right and an easement to enter the Unit from time to time (upon at least 24 hours' notice) in order inspect the Unit and ensure compliance with the provisions thereof, and in the event the Board (or the Condominium Manager on its behalf) or the Hotel Unit Owner (or the Hotel Manager on its behalf) determines that a Unit Owner has failed to keep his or her Unit or any aspect thereof (including, but not limited to the fixtures, furnishings and equipment contained therein) in the required condition (a "PHU Maintenance Deficiency"), the Board (or the Condominium Manager on the Board's behalf) shall have the right to (and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to require the Board to) at the expense of the defaulting Penthouse Unit Owner to enter the Penthouse Unit and perform such acts as are necessary to cure such default. Additionally, in the event of a PHU Maintenance Deficiency by a Penthouse Unit Owner, the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to suspend the defaulting Penthouse Unit Owner's use of the Hotel Shared Component amenity areas until the PHU Maintenance Deficiency is corrected.

Each Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses, provided only that the Unit Owner satisfies all unpaid liens (other than any other permitted mortgages) against his or her Unit prior to making such mortgage. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

After the City of New York assesses as a separate tax lot, each Unit and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against such Unit, 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, taxes and assessments imposed on other Units.

In the opinion of Kramer Levin Naftalis & Frankel LLP, Sponsor's Counsel, an individual Penthouse Unit Owner who is a resident of New York City for tax purposes, who uses such Penthouse Unit for residential purposes and who itemizes deductions, may, generally, under the income tax laws and regulations in effect as of the date of the Plan, subject to certain limitations and qualifications, be entitled to deduct from his or her income for Federal, New York State and New York City income:

(a) the state and local real property taxes assessed against his or her Penthouse Unit and paid by such Penthouse Unit Owner; subject to the limitation that, with respect to the amount of such taxes that is allocable to a Unit Owner's

residential use of his or her Unit, for taxable years beginning after 2017 and before 2026, the deduction for such amount and all other state and local taxes, as specified in Section 164 of the Code, is limited to $10,000 per year ($5,000 for a married taxpayer filing a separate return) in the aggregate; and

(b) "qualified residence interest" paid by such Penthouse Unit Owner with respect to such Penthouse Unit.

If a Penthouse Unit Owner rents his or her Penthouse Unit, the deductibility of real estate taxes and interest could be limited. Prospective Purchasers should refer to the Sections of Part I of this Plan entitled "Income Tax Deductions to Penthouse Unit Owners and Tax Status of Condominium", as well as to Sponsor's Counsel's Income Tax Opinion reproduced in the Section of Part I of this Plan entitled "Opinions of Counsel" below for a more complete discussion.

The Board may elect but is not required to obtain or maintain any insurance with respect to any property contained in any Penthouse Unit or any liability with respect to occurrences in or about each Penthouse Unit. Each Penthouse Unit Owner shall be obligated to obtain and maintain liability and property insurance with respect to its Unit as more particularly set forth in the Condominium By-Laws in Part II of this Plan. Purchasers are advised that the Board will obtain and maintain, or caused to be obtained and maintained commercial general liability insurance against claims for personal injury, death or property damage occurring, in, on or about the Building and any Common Elements (excluding the Units) with such limits as are customarily applicable to hotel properties of the size and type as the Building in New York City; and the Hotel Unit Owner will maintain "all risk" property insurance with respect to the Hotel Unit (including, but not limited to the Hotel Shared Components, such insurance to be maintained on a "replacement cost" basis without covering losses to the extent that the "market value" of the Unit may exceed its insured replacement cost. Further, the Hotel Unit Owner will not be required to obtain or maintain terrorism or mold coverage but may do so. The cost of property insurance, including, if applicable, terrorism or mold shall be paid for by the Hotel Unit Owner but the Condominium shall be obligated to reimburse the Hotel Unit Owner for an allocated portion of the cost thereof as a Hotel Shared Component Operation Cost, which shall be paid by the Unit Owners to the Condominium Board as Common Charges, and then reimbursed by the Condominium Board to the Hotel Unit Owner, all as more particularly set forth in the First Year Budget.

3. **Offering of Penthouse Units for Sale**

Sponsor hereby offers the 16 Penthouse Units for sale under the Plan. The Hotel Unit is not being offered for sale hereunder at this time. No representation or warranty is made as to who the owner(s), tenant(s) or user(s) of the Hotel Unit may be at any time or the uses to which such Unit may be put at any time; and no income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners.

There are no limitations on who may purchase the offered Units. However, Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Board, any Unit Owner or mortgagee, to refuse to approve and execute an Agreement for any Unit; provided, however, that Sponsor will not discriminate against any person

because of race, creed, color, gender, sexual orientation, disability, age, marital status or national origin, or as otherwise prohibited by applicable Legal Requirements.

The prices for the Units offered under the Plan are listed on Schedule A, entitled "Schedule of Purchase Prices and Other Financial Details for October 1, 2021 to September 30, 2022, the projected First Year of Condominium Operation." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

All Penthouse Units offered for sale under the Plan are being offered for sale furnished and decorated (and will include, with respect to each Penthouse Unit, all furniture, fixtures, equipment, carpeting, case goods, soft goods, linens and/or decorations, collectively, the "FF&E"). A description of the initial FF&E for each Penthouse Unit type as well as the initial configurations of the FF&E in each Penthouse Unit (the "Configuration Plans") are set forth as Exhibit 5 in Part II of this Plan. The FF&E shall be of a quality suitable for luxury hotel accommodation, as the same may be determined by Sponsor in its reasonable discretion. The FF&E will be delivered to the Penthouse Unit in accordance with the Configuration Plan therefor, subject in all events to Sponsor's right to change or substitute the FF&E, provided that the FF&E is comparable in kind, quality and quantity to that set forth herein and on the Configuration Plan for such Unit.

The FF&E will be conveyed to a Purchaser at the closing of title pursuant to a Bill of Sale, the form of which can be found in Schedule C to the Form of Agreement set forth as Exhibit 1 in Part II of the Plan. Accordingly, the purchaser of a Penthouse Unit will be purchasing personal property in addition to real property, and a portion of the purchase price (as indicated on Schedule A), is allocable to the FF&E. Purchasers will be obligated to pay any sales, use or other federal, state, city or county tax or fee applicable to the sale of the FF&E (the "FF&E Tax") at the closing of title to the Penthouse Unit.

Purchasers are advised that the FF&E may not be delivered to the Unit prior to Closing, and may instead, be delivered to the Unit post-closing. No representation is made with respect to the expected timeframe post-closing within which Sponsor expects to deliver the FF&E to the Unit. Notwithstanding the foregoing, a Purchaser will be required to consummate the purchase of its Penthouse Unit even though the FF&E may not be in the Unit on the date set for closing. However, with respect to the payment of the portion of the purchase price attributable to the FF&E (as shown on the Schedule A in effect at the time such Purchaser executed its Agreement) and the FF&E Taxes (in the aggregate, the "FF&E Funds"), the Escrow Agent (as defined in the Plan) shall collect and hold the FF&E Funds until the FF&E is delivered to the Unit, at which time Escrow Agent shall release the FF&E Funds to Sponsor or as Sponsor directs. Notice from Sponsor to Escrow Agent and Purchaser that the FF&E has been delivered to the Unit shall be deemed presumptive evidence that the FF&E has been delivered to the Unit.

Notwithstanding the foregoing, in the event that the FF&E is not delivered to a Penthouse Unit within eight (8) months from the date of the closing of title to such Penthouse Unit (the "FF&E Outside Delivery Date"), unless Sponsor and the Purchaser thereof otherwise mutually agree in writing within thirty (30) days from the FF&E Outside Delivery Date, the Agreement with respect to the Unit shall be deemed modified to remove Purchaser's obligation to purchase and

Sponsor's obligation to sell the FF&E to Purchaser thereunder and the FF&E Funds shall be returned to Purchaser together with any interest earned thereon and neither party shall have any further liability or responsibility to the other relating to the terms of the Agreement pertaining to the purchase and sale of FF&E. Notwithstanding the foregoing, the FF&E Outside Delivery Date shall, at Sponsor's election, be extended for any period of time that delivery of FF&E is delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, pandemic, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

If a Purchaser is entitled to a right of rescission pursuant to the terms of this Plan arising out of the offer for sale of FF&E hereunder, any such right of rescission shall be limited solely to the portions of the Agreement relating to the FF&E, and if Purchaser elects rescission with respect thereto, the remainder of the Agreement shall continue in full force and effect. In such event, Purchaser shall be refunded that portion of the Deposit, if any, expressly made attributable to the FF&E in the Agreement, and the purchase price shall be reduced by the amount of the purchase price attributable to the FF&E for such Penthouse Unit as set forth on the Schedule A in effect at the time such Purchaser executed its Agreement.

In accordance with the Condominium Documents, unless otherwise consented to by Sponsor or the Board, each Penthouse Unit Owner shall be obligated, at their sole cost and expense, to maintain or cause to be maintained the interiors of their Units and the FF&E in a manner suitable for luxury hotel accommodations consistent with the Hotel Standard in effect from time to time. Unless otherwise agreed to in writing between a Penthouse Unit Owner and any Qualified Broker, and subject in all events to the provisions of the Condominium Documents, a Penthouse Unit Owner may maintain additional FF&E within its Unit without the consent of the Hotel Manager or any other party.

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

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right to rent or lease after consummation of the Plan, rather than sell, the Penthouse Units (including, but not limited to, transient rental of the Penthouse Units on a nightly basis) prior to the sale of such Penthouse Unit. Sponsor will have the further right to use the Unsold Penthouse Units as sales offices and/or model units in connection with the marketing of the Penthouse Units. As a result, a Purchaser may be acquiring a Unit that has been previously occupied, but unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies, subject, however, to any reservations existing at that time the proceeds of which shall inure to the benefit of Purchaser. In addition, there is no commitment to sell more Penthouse Units than the fifteen (15%) percent of Penthouse Units necessary to declare the Plan effective and therefore this Plan may not result in the creation

of a condominium in which a majority of the Penthouse Units are owned by owner-occupants or investors unrelated to Sponsor.

In the event Sponsor makes a bulk sale of the Units, the transferee is entitled to and bound by those additional rights and obligations (including the aforementioned representation regarding good faith efforts to sell the Units) applicable to a "sponsor" as more fully described in the Plan.

Since the existing and future mortgages covering the Property will not be satisfied at or prior to the First Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; or (ii) at the closing of title to any particular Unit, release its lien on the Unit being conveyed and its interest in the Common Elements.

The estimated Common Charges for each Unit for the projected First Year of Condominium Operation are set forth on Schedule A. In order to reimburse the Hotel Unit Owner for a portion of the cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part (all of the foregoing expenses set forth in clauses (a) through (c) of this sentence being referred to herein as (the "Hotel Shared Component Costs")), the Condominium Board shall assess each Penthouse Unit Owner on behalf of the Hotel Unit Owner for their allocated share of such Hotel Shared Component Costs which shall be payable by each Penthouse Unit Owner to the Condominium Board as Common Charges, and which shall in turn, be reimbursed to the Hotel Unit Owner by the Condominium Board on behalf of the Penthouse Unit Owners. The Hotel Shared Component Costs for which the Hotel Unit Owner may seek reimbursement from the Penthouse Unit Owners through the Condominium are more particularly described in the Condominium By-Laws and in "Schedule B" (the "First Year Budget") and the "Notes to Schedule B" and "Schedule C" (the "Hotel Shared Components Budget") and the "Notes to Schedule C" contained in Part I of this Plan.

Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on the Hotel Unit Owner's behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Pursuant to the Condominium Documents, any Basic Hotel Services shall be provided in accordance with the Hotel Standard. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget (as hereinafter defined) as a

Hotel Shared Component Cost (as hereinafter defined), allocated solely to the Penthouse Unit Owners on the basis of Common Interest. Purchasers are advised that if the Board failed to arrange for or if the Hotel Unit Owner or Hotel Manager failed to provide or discontinued or in any way modified the Basic Hotel Services being provided to Penthouse Unit Owners, Penthouse Unit Owners may have to make arrangements for the provision of such services independent of the Hotel Unit Owner or the Hotel Manager, and that such services may be difficult or more costly to procure from a party other than the Hotel Unit Owner or the Hotel Manager.

The Hotel Unit Owner shall also have the right to seek reimbursement from the Condominium for an allocated portion of the cost to make certain capital improvements to the Hotel Shared Components, in which event the Condominium Board may assess the Penthouse Unit Owners for their allocated portion of the cost thereof in accordance with the provisions of the Condominium By-Laws.

As more particularly described in the First Year Budget and "Notes to Schedule B" in Part I of this Plan, since the Condominium is comprised mainly of a Hotel, and since the Penthouse Unit Owners will be obligated to pay an allocated share of the cost to operate and maintain certain portions of the Hotel (as described in the immediately preceding paragraph) consistent with the Hotel Standard, which costs may include items not routinely associated with the operation of a typical residential condominium, Penthouse Unit Owners may pay common charges which are greater than those which might otherwise be found in a typical residential condominium.

Additionally, the Board may arrange with the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such

Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of real estate taxes which will be separately assessed against such Unit (although the By-Laws provide for a limited period of time following the recording of the Declaration when the Units may not be separately assessed), and interest and amortization payments on the mortgage, if any, which such Purchaser may obtain. Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Unit during the projected First Year of Condominium Operation.

The owner of the Hotel Unit has retained and expressly reserves all excess air or development rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. (See the Section of Part I of this Plan entitled "Reservation of Air/Development Rights" for further discussion)

4. **Units Not Offered For Sale Hereunder**

The Hotel Unit to be included in the Condominium is not being offered for sale hereunder at this time. Sponsor will not be permitted to sell any other Unit(s) not being offered hereunder to the general public without either amending the Plan, filing a separate offering plan for such Unit(s) or having issued a no-action letter from the Department of Law in respect of such Unit(s).

5. **Certain Definitions**

For convenience, general definitions of certain of the terms used in Part I of the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration and By-Laws included in Part II of the Plan.

Agreement: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth as Exhibit 1 in Part II of the Plan.

Board: The board of managers of the Condominium, also sometimes referred to as the "Condominium Board."

Building: The new building and other improvements to be located on the Land and commonly known as 1185 Broadway, New York, New York. The marketing address for the Building shall be 25 West 28th Street, New York, New York.

By-Laws: The by-laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, including the Rules and Regulations.

City Register's Office: The New York County office of the Register of the City of New York.

Common Charges: Assessments payable to the Board by Unit Owners for the purpose of meeting Common Expenses. Generally, Penthouse Unit Owners will pay Common Charges based on their proportionate Common Interest share (among all Penthouse Unit Owners) of Common Expenses. Common Charges payable by the Hotel Unit Owner will be based on its allocated share of those Common Expenses incurred by the Board in furnishing services to, or in operating, maintaining and repairing those Common Elements that are used by the Hotel Unit Owner, in accordance with the provisions of the By-Laws. Common Charges will also include each Penthouse Unit Owner's share of the Hotel Shared Component Costs charged by the Hotel Unit Owner to the Condominium Board.

Common Elements: All parts of the Building and other improvements thereon, other than the Units. The Common Elements include the General Common Elements.

Common Expenses: The costs and expenses in connection with the provision of services to Unit Owners and the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements. Common Expenses will also include the Penthouse Units' aggregate share of the Hotel Shared Component Costs.

Common Interest: The proportionate undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, expressed as a numerical percentage and determined in accordance with the Declaration. The total Common Interest appertaining to all Units equals 100%. As described more fully in the By-Laws, generally, the Common Interest is the basis of determining, among other things, a Unit Owner's voting power and general liability for a share of the Common Expenses.

Condominium: 1185 Broadway Condominium. The Penthouse Units are also referred to herein as "The Ritz-Carlton Residences, New York, Nomad."

Condominium Board: The board of managers of the Condominium, sometimes referred to simply as the "Board."

Condominium Management Agreement: That certain agreement to be entered into between the Board and the Condominium Manager with respect to management of the Condominium.

Condominium Manager: The managing agent for the Condominium pursuant to the terms of the Condominium Management Agreement. It is anticipated that the Condominium Manager shall initially be Ritz-Carlton Hotel Company, L.L.C. Sponsor makes no representation whatsoever with respect to the identity of the Condominium Manager or the identity of any subsequent Condominium Manager.

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

Declaration: The instrument creating the Condominium, the form of which is set forth in Part II of the Plan as Exhibit 6.

Department of Buildings: The Department of Buildings of The City of New York, sometimes also referred to in this Plan as "DOB".

Department of Law: The New York State Department of Law.

Filing Date: The date this Plan or any amendment thereto, as the case may be, has been accepted for filing by the New York State Department of Law.

First Closing: The first date upon which title to any Penthouse Unit is conveyed to a Purchaser under the Plan.

First Year Budget: The budget for the projected First Year of Condominium Operation set forth in Part I of this Plan as Schedule B.

First Year of Condominium Operation. The 12-month period commencing on the date of the First Closing, currently anticipated to be the period from October 1, 2021 to September 30, 2022.

Floor Plans: The floor plans set forth as Exhibit 5 in Part II of this Plan.

General Common Elements: The Common Elements of the Building, as more particularly described in the Declaration and as shown on the Tax Lot Drawings.

Hotel: The hotel to be operated at the Property.

Hotel Manager: The operator and manager of the Hotel within the Condominium, whether as the Hotel Unit Owner, lessee of the Hotel Unit Owner or as an agent, manager or independent contractor of, or otherwise on behalf of, the Hotel Unit Owner, pursuant to a hotel management agreement (the "Hotel Management Agreement") or otherwise. Initially, it is anticipated that Ritz-Carlton Hotel Company, L.L.C. will be the Hotel Manager. Sponsor makes no representation whatsoever with respect to the existence or identity of the Hotel Manager or the existence or identity of any subsequent Hotel Manager.

Hotel Shared Components: Those components of the Building which serve or benefit both the Hotel Unit Owner and the Penthouse Unit Owners but are included in the Hotel Unit, as more specifically identified in the Condominium Declaration set forth as Exhibit 6 in Part II of this Plan.

Hotel Shared Component Costs: The cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for services which serve or benefit both the owners of the Hotel Unit and the Penthouse Units.

Hotel Shared Easement Areas: Those portions of the Hotel Unit over which Penthouse Unit Owners are granted a perpetual easement for purposes of ingress and egress to their Units and utilization of certain amenities within the Hotel Unit which are intended to benefit and serve the Penthouse Unit Owners.

Hotel Standard: At any time, the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations.

Hotel Unit: The Unit designated in the Declaration as the Hotel Unit.

Hotel Unit Owner: The owner of the Hotel Unit at the time in question.

Land: The land situated on the northwest corner of 28th Street and Broadway, comprising the parcels commonly known as 1185 Broadway, New York, New York, as further and more particularly described in the Declaration.

Legal Requirements: All laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and 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 boards of fire underwriters or any public authority or agency having jurisdiction), 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, all as more fully provided in the By-Laws.

Offeree: A Purchaser, who has executed and delivered an Agreement to Sponsor or Selling Agent and whose Agreement is in effect, and a Penthouse Unit Owner.

Penthouse Unit: Any Unit designated as a Penthouse Unit in the Declaration, and all such Penthouse Units, are, collectively, referred to as the "Penthouse Units."

Penthouse Unit Owner: An owner of any Penthouse Unit at the time in question.

Permitted Encumbrances: Those matters encumbering title to a Penthouse Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement included as Exhibit 1 in Part II of the Plan.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws.

Plans and Specifications: The plans and specifications for the construction of the Building which (to the extent required by applicable Legal Requirements) have been or will be filed with the Department of Buildings and which may, from time to time, hereafter be amended in accordance with the provisions of the Plan.

Plaza: The plaza fronting on West 28th Street on the southern portion of the Property as shown on Floor Plans and more particularly described in the Plan. The Plaza is sometimes referred to herein as the "Public Plaza".

Property: The Land, the Building and the appurtenances thereto, including, without limitation, all Common Elements.

Purchaser: A purchaser of one or more of the Penthouse Units offered hereunder pursuant to an Agreement.

Ritz-Carlton: The Ritz-Carlton Hotel Company, L.L.C.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws and attached thereto as Schedule A, as the same may be amended from time to time in accordance with the applicable provisions of the By-Laws.

Sales Office: The sales office for the Penthouse Units, at a location to be designated by the Selling Agent from time to time.

Selling Agent: Christie's International Real Estate, 20 Rockefeller Plaza, New York, New York 10020.

Sponsor; Sponsor or its designee; or similar phrases: Sponsor, any affiliate of Sponsor or a designee of Sponsor. An affiliate of Sponsor will be deemed to be (i) a person or entity who or which owns 25% or more of the legal or beneficial interest of Sponsor or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest.

Sponsor's Counsel: Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036.

Sponsor's Office: The office of Sponsor located at c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, NY 10022 or any other office regularly maintained by Sponsor in the City of New York.

Tax Lot Drawings: the floor plans of the Building which will be filed with, and approved by, the Real Property Assessment Department of the City of New York and the City

Register's Office at the time the Declaration is recorded. The Floor Plans will show, among other things, the locations of the Units and the Common Elements in the Building.

Title Company: First Nationwide Title, with an address at 220 East 42nd Street, New York, New York 10017, tel: (212) 499-0100, Attention: Steve Napolitano.

Unit: Any space designated as a Penthouse Unit or the Hotel Unit in the Declaration, consisting, generally, of the relevant condominium unit in the Building and an appurtenant undivided interest in the Common Elements. All or any of such Units are collectively referred to as the "Units."

Unit Deed: The Penthouse Unit Deed as set forth in Part II, Exhibit 3 of the Plan.

Unit Owner or Owner: The fee owner of a Unit at the time in question.

Unit Power of Attorney: The Penthouse Unit Power of Attorney as set forth in Part II, Exhibit 2 of the Plan.

Unsold Unit: 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 as the holder of one (1) or more Unsold Units; 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. All or any of such Units are collectively referred to as the "Unsold Units." Any Unsold Unit that is a Penthouse Unit is sometimes referred to herein as an "Unsold Penthouse Unit, and collectively as "Unsold Penthouse Units."

Zoning Resolution: Zoning Resolution of The City of New York, effective as of December 15, 1961, as the same has been and hereafter may be amended from time to time.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I will have the meanings ascribed thereto in the By-Laws or in the Declaration, as the case may be. Unless the context otherwise requires, words used in the singular include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

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B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units and Common Elements, as well as certain facilities and services anticipated to be provided at the Condominium. For a more detailed physical description of the Property, see "Description of Property and Proposed Building" attached as Exhibit 4, Part II of the Plan.

1. The Building

The Building is located on the Land, situated at the northwest corner of 28th Street and Broadway and known by the overall street address 1185 Broadway, New York, New York and consists of Block 830, Lot 24 on the Tax Map of the Borough of Manhattan. The Building's main entrance on 28th Street serves both the owners and occupants of the Hotel Unit and the Penthouse Units.

The Building will be new construction and will contain 16 Penthouse Units and the Hotel Unit along with Common Elements. The Building will consist of three (3) cellar levels below grade, thirty-eight (38) stories at and above grade, and a roof level. The Building's total height will be approximately 507 feet from the lobby finished floor to the top of the main roof enclosure.

As shown on the Floor Plans, the floors of the Building are designated as Cellar 3, Cellar 2 and Cellar 1 (each below grade), Floor 1 (at grade), Floors 2 through 5, Floor 5 Roof, Floors 6 through 7, Floors 14 through 37, Floors PH38 through PH41, Floor PH41 Roof, Floor 42, Floor 42 Roof, Floors 43 through 44 and Roof (above grade). All floor references in the Plan to particular floors ("Floors") of the Building are in accordance with such floor designations. As a result, the elevation of such Floors may not correspond to similarly designated floors in a typical residential building, and Sponsor makes no representation whatsoever with respect thereto. Floor numbering in the plans for the Building filed with the New York City Department of Buildings includes references to construction levels which are not based on the actual height of the floor and therefore differ in that respect from Floor designations of the Building as set forth above.

The building structure will consist of reinforced concrete shallow foundations bearing on class 1a, 1b, and 1c rock or better and a cast-in-place reinforced concrete superstructure with post-tensioned slabs and reinforced concrete columns and shear walls. The Building's façade will be comprised of cast in place concrete, precast concrete panels, window wall insulated glazing, aluminum composite panels, and painted aluminum louvers.

Sponsor has engaged Rafael Vinoly Architects PC as the architect of record. The Plans and Specifications for the Building have been prepared by Rafael Vinoly Architects PC in consultation with such other professionals.

Construction of the Building, including the individual Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of the City of New York and all other applicable Legal Requirements. However, Sponsor reserves the right, without prior notice to Purchasers or amendment of the Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications

(including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such change, if material (note that there is a rebuttable presumption that a reduction in Penthouse Unit area of 5% or less is not material), will be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material. Notwithstanding anything contained herein to the contrary, any such changes which are not both material and adverse will not give rise to a right of rescission. However, as long as the layout and dimensions of a Penthouse Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

The 16 Penthouse Units will be located on Floors PH38-PH41. The Hotel Unit will be located on portions of floors Cellar 3, Cellar 2, Cellar 1, Floor 1, Floors 2 through 5, Floor 5 Roof, Floors 6 through 7, Floors 14 through PH41, Floor PH41 Roof, Floor 42, Floor 42 Roof, Floors 43 through 44 and Roof (above grade), and includes certain outdoor space labeled "Hotel Unit Exterior" on the Floor Plans.

Purchasers are advised that the Hotel Unit will include, in addition to those areas comprising the Hotel and the Building's bar/restaurant, retail and spa spaces, the Land (as hereinafter defined) and all other portions of the Building, including equipment and materials thereon, other than the Penthouse Units and the personal property therein. As such, the Building entrances, lobbies, elevators, stairs, corridors, utility and service areas, systems and equipment, whether or not serving only the Hotel Unit or both the Hotel Unit and the Penthouse Units, shall be owned and controlled by the Hotel Unit Owner and may be managed by the Hotel Manager on the Hotel Unit Owner's behalf. Additionally, all structural elements, foundations, foundation walls, roofs, facades, windows and storefronts, except to the extent the same are expressly designated as part of a Penthouse Unit pursuant to the Condominium Documents, are part of the Hotel Unit. Those components of the Building which serve or benefit both the Hotel Unit Owner and the Penthouse Unit Owners but are included in the Hotel Unit are referred to herein as the ("Hotel Shared Components") and are more specifically identified in the Condominium Declaration set forth as Exhibit 6 in Part II of this Plan.

Pursuant to the Condominium Documents, each Penthouse Unit Owner shall be granted a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or

serve the Penthouse Unit Owners (the "Hotel Shared Easement Areas"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, the Penthouse Unit Owners will be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel. The Hotel Shared Easement Areas are part of the Hotel Shared Components. Pursuant to the Condominium Documents, the Hotel Unit Owner shall have the right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements. Purchasers are advised that, the Hotel Unit Owner's right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner may result in withdrawal of any amenities which may be available for use by any Penthouse Unit Owners at a given time, which amenities, are anticipated to initially include the fitness center, changing/locker rooms, sauna/steam rooms and the bicycle room.

Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on the Hotel Unit Owner's behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Pursuant to the Condominium Documents, any Basic Hotel Services shall be provided in accordance with the Hotel Standard. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget (as hereinafter defined) as a Hotel Shared Component Cost (as hereinafter defined), allocated solely to the Penthouse Unit Owners on the basis of Common Interest. Purchasers are advised that if the Board failed to arrange for or if the Hotel Unit Owner or Hotel Manager failed to provide or discontinued or in any way modified the Basic Hotel Services being provided to Penthouse Unit Owners, Penthouse Unit

Owners may have to make arrangements for the provision of such services independent of the Hotel Unit Owner or the Hotel Manager, and that such services may be difficult or more costly to procure from a party other than the Hotel Unit Owner or the Hotel Manager.

In order to reimburse the Hotel Unit Owner for a portion of the cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part (all of the foregoing expenses set forth in clauses (a) through (c) of this sentence being referred to herein as (the "Hotel Shared Component Costs")), the Condominium Board shall assess each Penthouse Unit Owner on behalf of the Hotel Unit Owner for their allocated share of such Hotel Shared Component Costs which shall be payable by each Penthouse Unit Owner to the Condominium Board as Common Charges, and which shall in turn, be reimbursed to the Hotel Unit Owner by the Condominium Board on behalf of the Penthouse Unit Owners. The Hotel Shared Component Costs for which the Hotel Unit Owner may seek reimbursement from the Penthouse Unit Owners through the Condominium are more particularly described in the Condominium By-Laws and in "Schedule B" (the "First Year Budget") and the "Notes to Schedule B" and "Schedule C" (the "Hotel Shared Components Budget") and the "Notes to Schedule C" contained in Part I of this Plan. The Hotel Unit Owner shall also have the right to seek reimbursement from the Condominium for an allocated portion of the cost to make certain capital improvements to the Hotel Shared Components, in which event the Condominium Board may assess the Penthouse Unit Owners for their allocated portion of the cost thereof in accordance with the provisions of the Condominium By-Laws.

As more particularly described in the First Year Budget and "Notes to Schedule B" in Part I of this Plan, since the Condominium is comprised mainly of a Hotel, and since the Penthouse Unit Owners will be obligated to pay an allocated share of the cost to operate and maintain certain portions of the Hotel (as described in the immediately preceding paragraph) consistent with the Hotel Standard, which costs may include items not routinely associated with the operation of a typical residential condominium, Penthouse Unit Owners may pay common charges which are greater than those which might otherwise be found in a typical residential condominium.

Additionally, the Board may arrange with the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a

Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

The location in the Building, and the size, layout and approximate square footages of the Units are shown on the floor plans duplicated in Exhibit 5 of Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I, the Section entitled "Changes in Prices and Units", provided, however, that no change will be made in the size or number of units and/or their respective Common Interests and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, the Declaration. Unless an affected Purchaser consents, no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser (and such Purchaser is not in default) except to the extent the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a minor inaccuracy or error in the floor plans. With regard to size, such minor error would mean a decrease of 5% or less or any increase in the size of any Unit or room contained in a Unit.

The Building incorporates highly sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Penthouse Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of the Sponsor with respect to such noise and/or vibration will be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical hotels and in compliance with applicable Legal Requirements, including the New York City Building Code.

No representation is made regarding the views from any windows in the Building and all views are subject to change at any time, for any reason, and/or may become obstructed. No representation is made that construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows in the Building. No representation is made that any trees, which may currently exist (as of the initial filing date of this Plan), be planted in the future or grow, will not result in obstruction or alteration of the views from any windows in the Building. Any marketing images are representations only and do not reflect actual views. Sponsor shall have no liability to any Penthouse Unit Owner on account of the view from any Penthouse Unit.

All buildings and the attached nonstructural components endure, and Sponsor shall not be responsible for, short and long term creep and shrinkage along with various deformations and movements under different loadings: differential column shortening, lateral story drift, building racking, deflection and thermal deformation, and similar results. Penthouse Unit Owners should expect structural movement that may result in uneven floors, minor cracking in partitions, floor and ceiling finishes and other cosmetic issues.

The Condominium will include a public plaza fronting on West 28th Street on the southern portion of the property (the "Plaza" or "Public Plaza") as depicted on the Floor Plans of the Building set forth as Exhibit 5 in Part II of this Plan. The Plaza will initially be open to the general public 24 hours a day, 7 days a week and will feature benches, planters and other amenities, to the extent required by applicable law. The Plaza will constitute a portion of the Hotel Unit exterior. Except as otherwise set forth in the Plan and the Condominium Documents, the cleaning and maintenance of the Plaza will be the responsibility of the Hotel Unit Owner (and may be performed by the Hotel Manager on the Hotel Unit Owner's behalf) but a portion thereof will be charged to the Condominium and allocated to the Unit Owners as a Common Expense which is a Hotel Shared Component Cost as more particularly shown in the First Year's Budget. Additionally, the Hotel Unit Owner has reserved the right, under the Condominium Documents, to file an application with the City Planning Commission for a certification designating a portion of the Plaza for use as an "open air café," as that term is defined in the Zoning Resolution, to be operated and/or leased by the Hotel Unit Owner or its designee. On account of the foregoing, it

should be noted that use of the Plaza may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Penthouse Units to begin in or about October, 2021. Prospective Purchasers should note, however, that the Penthouse Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Penthouse Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Penthouse Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event (x) the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if the amended budget exceeds the projected budget set forth herein by 25% or more; or (y) the First Closing does not occur within 12 months after October 1, 2021, the date set forth in the First Year Budget as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which will be deemed to have been waived by all Purchasers. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers who execute Agreements after the date of such amendment will only be entitled to rescission (as described in the immediately preceding sentence) if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after October 1, 2021 (or, as applicable, such later projected First Closing date pursuant to an amendment to this Plan), Sponsor may schedule the closings of title to other Units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified timeframe or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. No closing of title to any Unit will take place prior to the Plan being declared effective.

2. **Penthouse Units**

There will be a total of 16 Penthouse Units located on Floor PH38 through Floor PH41 of the Building. The Penthouse Units vary in size from one bedrooms with approximately 911 square feet to two bedrooms with approximately 1,848 square feet.

Since the Building is located in an area zoned M1-6 under the Zoning Resolution of the City of New York (the "Zoning Resolution"), each Penthouse Unit may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium's declaration (the "Declaration") and annexed by-laws (the "By-Laws", which together with the Declaration are referred to herein as the "Condominium Documents"). A copy of the zoning regulations with respect to the Property are on file at Sponsor's office. In order to comply with the use restrictions with respect to the Penthouse Units under the Zoning Resolution and otherwise, the Condominium Documents provide that no Penthouse Unit may be occupied by the owner thereof (the "Penthouse Unit Owner"), or any other individual, in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis.

The above occupancy restrictions, based upon conversations with officials of the New York City Department of Buildings ("DOB") and practices as applied to other similar properties, are provided for informational purposes. Sponsor has not undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and Sponsor makes no representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the permitted use of the Penthouse Units. A purchaser under this plan (a "Purchaser", collectively the "Purchasers") should consult with an attorney in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

As more particularly set forth in the Condominium Documents, a Penthouse Unit Owner other than Sponsor may make its Penthouse Unit available for rental for transient occupancy (and advertise such availability) only through: (i) a direct rental made by such Penthouse Unit Owner; (ii) a licensed rental agent who appears on the Hotel Unit Owner's list (which list may be kept by the Hotel Manager on the Hotel Unit Owner's behalf) of qualified agents that possesses the objective minimum quality standards as reasonably set forth by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) from time to time (the "Rental Agent Standards"); or (iii) a rental agent selected by the Penthouse Unit Owner and approved by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion which otherwise satisfies the Rental Agent Standards. Any rental agent qualifying under clauses (ii) and (iii) of the immediately preceding sentence shall be referred to herein as a "Qualified Broker". The Rental Agent Standards shall initially require that the rental agent: (a) be licensed and bonded in accordance with applicable law; (b) conduct their business commensurate with the Hotel Standard (as hereinafter defined) then in effect; (c) be sufficiently familiar with the Condominium and the Condominium Documents, including the Rules and Regulations annexed thereto to inform potential renters; and (d) satisfy such additional standards established by the Hotel Unit Owner from time to time. Upon request, the Hotel Unit Owner shall make available to the Penthouse Unit Owners, the Hotel Unit Owner's list of Qualified Brokers and/or the Rental Agent Standards in effect at a given time. Notwithstanding anything contained herein to the contrary, the Hotel Unit Owner or any entity designated by the Hotel Unit Owner shall at all times be deemed to be a Qualified Broker. Each Qualified Broker other than the Hotel Unit Owner or its designee will be required to provide evidence of insurance held by the Qualified Broker upon request by the Board (or Hotel Unit Owner or Hotel Manager, as applicable). Any Qualified Broker must obtain all licenses and permits required under applicable law to conduct leasing activities for a Penthouse

Unit Owner's Unit. Any Penthouse Unit Owner directly renting its Penthouse Unit shall at all times comply with all applicable laws in connection with the rental of its Penthouse Unit and shall not utilize any third party rental agent or brokerage services or otherwise in connection the rental of its Penthouse Unit. Each Penthouse Unit Owner (or its Qualified Broker on its behalf) shall be responsible for collecting and remitting all taxes to the appropriate government authorities for all rental and leasing activity all as more particularly described in Special Risk 20. The provisions of this paragraph shall not apply to Sponsor with respect to its Unsold Penthouse Units, provided that Sponsor shall, at all times, comply with applicable law in connection with the rental of Unsold Penthouse Units. In no event shall any Penthouse Unit be used as part of or in furtherance of an Occupancy Plan or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, or as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, swap or exchange company or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole discretion. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership, private residence club and points club products, programs and services (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, arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquires a direct or indirect ownership interest, use or other rights 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).

Detailed descriptions of the Penthouse Units are set forth in the Declaration and in Exhibit 4 in Part II of the Plan.

3. **Hotel Unit**

The Hotel Unit will include all portions of the Building other than the Penthouse Units. The Hotel Unit and the Penthouse Units share a primary entrance located on 28th Street. The Hotel Unit will be located on portions of floors Cellar 3, Cellar 2, Cellar 1, Floor 1, Floors 2 through 5, 5th Floor Roof, Floors 6 through 7, Floors 14 through PH41, PH41st Floor Roof, Floor 42, 42nd Floor Roof, Floors 43 through 44 and the Roof and includes certain outdoor space labeled "Hotel Unit Exterior" on the Floor Plans.

The Hotel Unit (not offered hereby) may be used for any lawful purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). Neither the Board nor any Penthouse Unit Owner will have any right to restrict or limit any of the uses of, or alterations in or to, the Hotel Unit (including the storefronts thereof) which are permitted by applicable law, except as otherwise set forth in the Condominium Documents. As of the date of

initial filing of this Plan with the Department of Law (the "Initial Filing Date"), it is anticipated that the Hotel Unit will be initially owned by Sponsor and primarily operated as a hotel (the "Hotel") and will also include retail, bar/restaurant and spa facilities. As of the Initial Filing Date, it is anticipated that the Hotel will have approximately 250 guest rooms available for rental on a daily basis and hotel accessory spaces, which may include, but are not limited to, reception areas, hotel offices, hotel back-of-house areas, food and beverage areas, a fitness facility and conference and catering facilities (and uses ancillary to each of the foregoing). No representation or warranty is made with respect to the identity of the Hotel Unit Owner or the use(s) of all or any portion of the Hotel Unit. Sponsor reserves the right to sell the Hotel Unit to an affiliate or an unrelated third party either pursuant to an amendment to this Plan offering the Hotel Unit for sale or pursuant to a "no-action" letter issued by the New York State Department of Law. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. Purchasers are advised that since Sponsor anticipates that portions of the Hotel Unit will initially be used as bar/restaurant facilities and for conference and catering facilities, and given the broad spectrum of uses permitted in the Hotel Unit (including for, among other things, large gatherings), it should be noted that use of the Hotel Unit may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

Subject to the provisions of all applicable laws and ordinances and the Condominium Declaration and By-Laws, Sponsor and any successor Hotel Unit Owner will have the right to, among other things, alter, divide, subdivide and combine its Unit into any number of newly created condominium Units and to offer all or any portion thereof as additional Penthouse Units or as fractional/timeshare interests or otherwise. Sponsor shall not offer additional Penthouse Units for sale without an amendment to the Plan. Sponsor will not offer any fractional/timeshare interests for sale without filing a separate offering plan with respect thereto.

Additionally, Sponsor reserves the right to change the number and size of the Units by, among other things, combining, subdividing and reconfiguring the Units, and, as the case may be, in connection therewith, re-designating in an amendment to the Declaration, among other things, a portion of a subdivided Unit of one type (e.g., the Hotel Unit) as a Unit of another type (e.g., a Penthouse Unit). In such event, the percentage interest in the common elements (the "Common Interest") appurtenant to any diminished unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time, prior to the first closing of a Penthouse Unit hereunder (the "First Closing") to effect such changes and to amend the Plan to reflect the same.

4. **Common Elements**

As is set forth in more detail in the Declaration, the Common Elements consist of all parts of the Building other than the Units themselves. There will initially be only one category of Common Elements: the General Common Elements, which are, generally, those Common Elements which serve or benefit both the Penthouse Unit Owners and the Hotel Unit Owner, all as more particularly described in the Declaration and shown on the Tax Lot Drawings. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements will not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Article 7 of the Declaration (Exhibit 6 in Part II of the Plan).

5. **Available Services and Facilities**

The services normally associated with the operation and maintenance of a hotel condominium will be provided to the Penthouse Unit Owners by the Condominium Board, the Hotel Unit Owner (or the Hotel Manager on its behalf) or the Condominium Manager. Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Except with respect to Additional Service Fees and Per-Use Fees, as described in paragraphs (b) and (c) below, the cost of services and facilities provided uniformly to all Penthouse Unit Owners, including, but not limited to, any Basic Hotel Services, by the Hotel Unit Owner, the Hotel Manager, the Condominium or the Condominium Manager as described in this Section, will generally be charged to the Penthouse Unit Owners as part of their Common Charges.

a. **Building Standard Services and Facilities; Basic Hotel Services** (provided to all Penthouse Unit Owners by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), or, in some instances, by the Condominium Manager):

(i) **Concierge**. There will be a concierge area adjacent to the lobby, staffed by a concierge who will provide hotel-type concierge services. (The cost of any goods or services provided will be the expense of the requesting party.)

(ii) **Doorman and Lobby/Bellhop Staff**. Subject to hotel occupancy, industry practices and other similar factors, a doorman (available 24 hours per day, 7 days per week) and lobby/bellhop staff will be on duty in order to open doors, hail taxicabs and assist with packages and luggage.

(iii) **Elevator Service**. The passenger elevators will be automatically operated and therefore will be in service, as necessary, 24 hours per day, seven days per week.

(iv) **Package Room**. There will be a package room located in the lobby. The reception desk will accept deliveries of packages and store them temporarily in the package room until picked up by the Unit Owner, guest or occupant.

(v) **Mail**. All incoming mail will be delivered by the United States Postal Service to the reception desk.

(vi) **Maintenance Personnel**. Building personnel will include engineers and housekeeping staff as may be necessary for the proper maintenance and cleaning of the Hotel Shared Components.

(vii) **Refuse Disposal**. Building personnel will be responsible for collection of recycling items and refuse which will be collected by the City of New York Department of Sanitation.

(viii) **Other Service Contracts**. Certain additional services covered by third-party contracts, such as elevator maintenance, are included in Building Standard Services.

(ix) **Building Security Procedures**. Entrances to the Building will generally be staffed by employees of the Hotel Unit Owner (or the Hotel Manager on its behalf). Purchasers are advised that certain portions of the Hotel will be regularly used for parties and functions and/or as a restaurant or other similar facilities that are open to the public and that a significant number of non-hotel guests will likely be in the Building at any time. Therefore, no representation or warranty is made and no assurance is given that the security systems, procedures and staff of the Building will prevent personal injury or damage to or loss of personal property. Purchasers are advised that the use of "deadbolt" door locks and double door locks is prohibited.

(x) **Fitness Center**. All Penthouse Unit Owners, when in occupancy, will have use of and access to the fitness center facilities located on Cellar 2 of the Building, which may be attended by Hotel staff.

(xi) **Bicycle Storage**. All Penthouse Unit Owners will have use of and access to the bicycle storage room located on Cellar 2 of the Building, on a first-come, first-served basis.

(xii) **Cable; Television; Internet**. All Penthouse Units will be wired for basic cable television, telephone and internet service.

Purchasers are advised that since all areas of the Building other than the Penthouse Units are designated in the Declaration as being part of the Hotel Unit, the provision of many of the services and facilities listed herein may be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf and that all decisions regarding providing or facilitating such services, will be made and controlled by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf.

b. **Additional Services**

Purchasers are advised that the Board may arrange with the Hotel Unit Owner (or if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit

Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

c. **Per-Use Goods/Services**

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

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

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

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

The party operating these facilities has complete discretion in determining how these facilities will be operated, maintained or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. In accordance with the Condominium Management Agreement, certain of the services provided by the Condominium Manager may be modified from time to time, and there shall be no reduction in the management fee due to the

cessation for any reason of such services so long as reasonably similar services continue to be provided.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

Prospective Purchasers are advised that for a period of time after the First Closing, some of the services and facilities described in the Plan (such as some of the elevators, or a full staff of building personnel) may not be available. However, after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Penthouse Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators may be incomplete and may be disrupted temporarily from time to time. (See the Section entitled "Description of Property and Improvements" in Part I of the Plan for further discussion.)

Construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption and inconvenience. Thus, for a period of time following the First Closing (through, including and beyond the closing of title to any particular purchaser's Penthouse Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building and the Penthouse Units; and (ii) the Hotel Unit Owner (and, as applicable, any Penthouse Unit Owners) to complete construction, build-out, furnishing and equipping its Unit. During at least the First Year of Condominium Operation, construction workers and related personnel of Sponsor and/or the Hotel Unit Owner will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of construction, and fitting out of the Hotel Unit, the Penthouse Units and other portions of the Building. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any particular Unit closing to complete and may be disrupted temporarily and from time to time. Building elevators and personnel may be taken out of service and diverted to facilitate construction and exterior hoists may be in place during at least the year following the First Closing, and from time to time thereafter, as needed, in connection with construction being performed in the Penthouse Units and the Hotel Unit. Various other adjustments, to windows and elevators and other systems, may require eighteen months or more after the First Closing to

complete. Sponsor or the Hotel Unit Owner, as the case may be, may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Building (including services and amenities which would otherwise be available to Purchaser) may be completed before or after completion of any particular Purchaser's Penthouse Unit. As a result, certain amenities and benefits anticipated to be available to Penthouse Unit Owners (e.g., fitness center) may not be available until such other portions of the Building are completed and fully operational. Sponsor will have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Penthouse Unit Owners or their occupants, all such dates and timetables, to the extent provided, being only good faith estimates. However, after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Penthouse Units.

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building (other than the Penthouse Units which are not owned by Sponsor, and subject to any rights of the Hotel Unit Owner in the Hotel Unit as set forth in the Condominium Declaration and By-Laws), for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise). Such activities may result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Property.

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C. LOCATION AND AREA INFORMATION

1. Location and Services

The Condominium is situated at 1185 Broadway (Marketing Address: 25 West 28th Street), New York, New York, at the northwest corner of Broadway and 28th Street.

New York City is one of the leading cultural centers of the world, with many of the finest universities, museums, libraries, theaters and cultural institutions, attracting millions of national and international tourists. New York City is the nation's center for communications, publishing, advertising, the stock market and other financial services, visual and performing arts and the fashion industry.

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

Transportation to and from the Building, and throughout New York City, is readily available by taxi, limousine, private automobile, subway or bus. A number of commercial parking garages are located nearby.

A number of excellent medical centers, such as New York University Medical Center, Lenox Hill Hospital, Mt. Sinai Medical Center, New York Hospital-Cornell Medical Center, and Columbia Presbyterian Medical Center, are readily accessible.

All public services, including schools, police protection, library, street maintenance, social services and fire protection are provided by The City of New York. The Property is located at 1185 Broadway at the northwest corner of 28th Street and Broadway, each of which are dedicated New York City roads. The Property is part of the 13th police precinct located at 230 East 21st Street. Fire protection is provided from the Engine 16, Ladder 7 firehouse situated at 234 East 29th Street.

2. Zoning

The Condominium is located in an area zoned M1-6 under the New York City Zoning Resolution. The intended use of the Building as described in accordance with the provisions of the Plan will be in compliance with the requirements of the Zoning Resolution as of the date of filing. A copy of the zoning regulations with respect to the Project is on file at Sponsor's office.

Pursuant to the Zoning Resolution, the Penthouse Units may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium Documents. The aforementioned occupancy restrictions, based upon conversations with officials of DOB and practices as applied to other similar properties, are provided for informational purposes. Sponsor has not undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and sponsor makes no representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the

permitted use of the Penthouse Units. Purchasers should consult with their attorneys in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

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D. SCHEDULE A

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

[BEGINS ON NEXT PAGE]

SCHEDULE A

1185 BROADWAY CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER RELATED INFORMATION

PROJECTED CARRYING COSTS FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (1)

OCTOBER 1, 2021 - SEPTEMBER 30, 2022 (1)

Unit #	Number of Bedrooms / Bathrooms (2)	Approximate Square Footage (2)	Offering Price w/o FF&E (3)	FF&E Price (3)	Offering Price w/ FF&E (3)	Common Interest (4)	Penthouse Common Interest (4)	Projected Annual Common Charges (5)	Projected Monthly Common Charges (5)	Projected Annual Real Estate Taxes (6)	Projected Monthly Real Estate Taxes (6)	Projected Annual Total Carrying Costs (7)	Projected Monthly Total Carrying Costs (7)
PH38A	2 BR / 2.5 Bath	1,750	$ 6,241,860	$ 508,140	$ 6,750,000	0.5391%	7.9574%	$ 49,626	$ 4,136	$ 25,089	$ 2,091	$ 74,715	$ 6,226
PH38B	1 BR / 1.5 Bath	911	$ 3,111,300	$ 338,700	$ 3,450,000	0.2807%	4.1424%	$ 25,834	$ 2,153	$ 13,061	$ 1,088	$ 38,895	$ 3,241
PH38C	1 BR / 1.5 Bath	989	$ 3,386,340	$ 363,660	$ 3,750,000	0.3047%	4.4971%	$ 28,046	$ 2,337	$ 14,179	$ 1,182	$ 42,225	$ 3,519
PH38D	2 BR / 2.5 Bath	1,848	$ 6,083,750	$ 516,250	$ 6,600,000	0.5693%	8.4031%	$ 52,405	$ 4,367	$ 26,494	$ 2,208	$ 78,899	$ 6,575
PH39A	2 BR / 2.5 Bath	1,750	$ 6,441,860	$ 508,140	$ 6,950,000	0.5391%	7.9574%	$ 49,626	$ 4,136	$ 25,089	$ 2,091	$ 74,715	$ 6,226
PH39B	1 BR / 1.5 Bath	911	$ 3,211,300	$ 338,700	$ 3,550,000	0.2807%	4.1424%	$ 25,834	$ 2,153	$ 13,061	$ 1,088	$ 38,895	$ 3,241
PH39C	1 BR / 1.5 Bath	989	$ 3,486,340	$ 363,660	$ 3,850,000	0.3047%	4.4971%	$ 28,046	$ 2,337	$ 14,179	$ 1,182	$ 42,225	$ 3,519
PH39D	2 BR / 2.5 Bath	1,848	$ 6,233,750	$ 516,250	$ 6,750,000	0.5693%	8.4031%	$ 52,405	$ 4,367	$ 26,494	$ 2,208	$ 78,899	$ 6,575
PH40A	2 BR / 2.5 Bath	1,750	$ 6,841,860	$ 508,140	$ 7,350,000	0.5391%	7.9574%	$ 49,626	$ 4,136	$ 25,089	$ 2,091	$ 74,715	$ 6,226
PH40B	1 BR / 1.5 Bath	911	$ 3,461,300	$ 338,700	$ 3,800,000	0.2807%	4.1424%	$ 25,834	$ 2,153	$ 13,061	$ 1,088	$ 38,895	$ 3,241
PH40C	1 BR / 1.5 Bath	989	$ 3,636,340	$ 363,660	$ 4,000,000	0.3047%	4.4971%	$ 28,046	$ 2,337	$ 14,179	$ 1,182	$ 42,225	$ 3,519
PH40D	2 BR / 2.5 Bath	1,848	$ 6,533,750	$ 516,250	$ 7,050,000	0.5693%	8.4031%	$ 52,405	$ 4,367	$ 26,494	$ 2,208	$ 78,899	$ 6,575
PH41A	2 BR / 2.5 Bath	1,750	$ 7,491,860	$ 508,140	$ 8,000,000	0.5391%	7.9574%	$ 49,626	$ 4,136	$ 25,089	$ 2,091	$ 74,715	$ 6,226
PH41B	1 BR / 1.5 Bath	911	$ 3,786,300	$ 338,700	$ 4,125,000	0.2807%	4.1424%	$ 25,834	$ 2,153	$ 13,061	$ 1,088	$ 38,895	$ 3,241
PH41C	1 BR / 1.5 Bath	989	$ 4,036,340	$ 363,660	$ 4,400,000	0.3047%	4.4971%	$ 28,046	$ 2,337	$ 14,179	$ 1,182	$ 42,225	$ 3,519
PH41D	2 BR / 2.5 Bath	1,848	$ 7,058,750	$ 516,250	$ 7,575,000	0.5693%	8.4031%	$ 52,405	$ 4,367	$ 26,494	$ 2,208	$ 78,899	$ 6,575
PENTHOUSE UNITS TOTAL		**21,992**	**$ 81,043,000**	**$ 6,907,000**	**$ 87,950,000**	**6.7752%**	**100.0000%**	**$ 623,644**	**$ 51,970**	**$ 315,292**	**$ 26,274**	**$ 938,936**	**$ 78,245**
HOTEL UNIT		302,603				93.2248%		$ 66,748	$ 5,562				
GRAND TOTAL		**324,595**				**100.0000%**	**100.0000%**	**$ 690,392**	**$ 57,533**				

The Notes to Schedule A beginning on the next page are an integral part hereof and should be read in conjunction herewith

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from October 1, 2021 to September 30, 2022. The actual First Year of Condominium Operation may begin earlier or later than that year.

(2) Any floor plan or sketch or schedule shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Penthouse Unit in question. However, any material change (note there is a rebuttable presumption that a reduction in Penthouse Unit area of 5% or less is not material) will be set forth in an amendment to the Plan, and no material adverse change will be made in the size (i.e., decrease), configuration, or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreements and receive a refund of their Deposits, together with all interest earned thereon. An increase in the size of a room or Unit will not on its own give rise to a right of rescission. (See the Section of this Plan entitled "Changes in Prices and Units" for further details concerning and certain limitations applicable to Sponsor's rights with respect to changes in the construction of the Units and the Common Elements.)

The approximate (i.e., within reasonable tolerances) square foot area of each Unit is measured horizontally on each floor from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaftways, chases, flues, chimneys, chaseways and conduits are not deducted from the measurement of each Penthouse Unit) to the centerline of the space between the inside face of the wall of a Unit and the inside face of the wall of an immediately adjacent Unit (whether such adjacent Unit is a Penthouse Unit or the Hotel Unit).[*] Vertically, each Unit includes the area from the top of the floor (located under the

[*] Each Penthouse Unit includes, and each Penthouse Unit Owner will be responsible for, all fixtures, equipment and other items of personalty, including, without limitation, all plumbing and heating fixtures and equipment, and other appliances as may be contained in, affixed, attached or appurtenant to such Penthouse Unit, other than as may constitute part of the Common Elements or the Hotel Unit. Plumbing and heating fixtures and equipment as used in the preceding sentence will include exposed gas and water pipes 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 Penthouse Unit Owner may be permitted to install within a wall or ceiling, or under the floor, but will not include water or other pipes, conduits, wiring or ductwork within the walls, ceiling or floors. Except as otherwise expressly set forth herein, each Penthouse Unit will also include all lighting and electrical fixtures and appliances within the Penthouse Unit and any special

finished flooring and sub-flooring materials) to the underside of the ceiling above. Any Common Elements located within or appurtenant to any Unit will not be considered as part of that Unit. The square foot areas determined using the methodology set forth above, as shown in Schedule A in Part I of the Plan, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable area for each Penthouse Unit). The stated method of measurement used is applicable to all Units. The room count for each Penthouse Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

Any ceiling heights provided herein are estimates only and are dependent on normal construction tolerances. Ceiling heights may vary, and may be reduced in certain areas, due to field conditions and/or to accommodate facilities located above the ceiling. Spaces and rooms throughout the Penthouse Units, including, but not limited to, kitchens, hallways, closets, bathrooms, foyers and other entrance spaces may have dropped ceilings, and ceiling heights of those spaces may be smaller than the overall ceiling heights provided herein.

(3) Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Units not subject to executed Agreements, so Purchasers may pay different prices for similar Units. (See the Section of this Plan entitled "Changes in Prices and Units" in Part I for further discussion.) In addition to paying the purchase prices of their Units, Purchasers will be responsible for paying certain closing adjustments and closing costs, including, without limitation, the obligation to contribute to the Working Capital Fund. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Penthouse Units. (See the Section below in Part I of the Plan entitled "Unit Closing Costs and Adjustments" for further discussion.)

(4) 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 based primarily upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

(5) These projections have been based upon the projections contained in "Schedule B -- Projected Budget for First Year of Condominium Operation" (set forth below), which were made based on the assumption that the First Year of Condominium Operation will be from October 1, 2021 to September 30, 2022. Additionally, said projections represent a good faith estimate only of Common Expenses during the projected First Year of Condominium Operation based upon facts and circumstances known at the time of preparation. The actual first year of operation may be earlier or later and the actual cost of items reflected in the

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equipment, fixtures or facilities affixed, attached or appurtenant to the Penthouse Unit to the extent located within such Penthouse Unit and serving or benefiting only that Penthouse Unit.

First Year's Budget may exceed the estimated costs. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If any First Year's Budget set forth in an amendment to this Plan exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Any modified budget set forth in an amendment to this Plan which results in an increase of less than 25% over this budget will not afford Purchasers a rescission right unless the Department of Law otherwise determines that the amendment materially and adversely affects Purchasers.

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

Sponsor shall have the right, in its sole and absolute discretion, to cause the Board to waive the collection of some or all of the Common Charges from Penthouse Unit Owners for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all remaining expenses to operate the Condominium during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments. In connection with the Waiver Period, (i) Sponsor will disclose the implementation of such Waiver Period, including the anticipated period of delay in a closing notice to Purchasers and in the amendment to the Plan disclosing the occurrence of the First Closing; (ii) Sponsor will provide thirty (30) days prior written notice to Penthouse Unit Owners disclosing the expiration of the Waiver Period and shall subsequently file an amendment to the Plan disclosing the expiration of the Waiver Period; (iii) during any such Waiver Period, Sponsor will timely pay all Operating Expenses; (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 for the Condominium; and (v) Sponsor shall remain obligated to update the budget for the Condominium, as required by governing Department of Law regulations.

All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Condominium and not on estimates set forth in the Condominium's First Year Budget. Purchasers should note that the Condominium's First Year 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 individual Penthouse

Unit Owner expenses such as, but not limited to, real estate taxes (regardless of whether the Unit has been separately assessed), utility charges, Additional Service Fees and Per-Use Fees which shall be paid by the Penthouse Unit Owner of each Penthouse Unit.

In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for, among other things:

(a) mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

(b) the cost of interior repairs, compliance with Legal Requirements and maintenance, painting and decoration in, to or of, the Unit, including, without limitation, the equipment and appliances contained in the same;

(c) the cost of any insurance that the Unit Owner may be required (or desire) to carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as the cost of any insurance the Unit Owner may be required (or desire) to carry covering liability to others for personal injury or property damage as a result of occurrences in the Unit;

(d) Additional Service Fees;

(e) Per-Use Fees; and

(f) real estate taxes (see footnote 6 below).

(6) The projection of the real estate taxes that will be payable for each of the Penthouse Units during the projected First Year of Condominium Operation is based upon a letter dated October 6, 2020 prepared by Marcus & Pollack LLP, Sponsor's real estate tax attorney and reproduced in the Section entitled "Opinions of Counsel" in Part I of the Plan (the "Real Estate Tax Opinion"). The Real Estate Tax Opinion takes into account the following assumptions and projections:

1. the First Year of Condominium Operation will consist of nine (9) months of the 2021/2022 tax year (when it is estimated that the building will still be under construction) and three (3) months of the 2022/2023 tax year;

2. for the 2021/2022 tax year, a taxable total assessment for the Penthouse Units of $2,721,510;

3. for the 2022/2023 tax year, a taxable total assessment for the Penthouse Units of $3,628,680; and

4. an assumed tax rate in effect for the 2021/2022 and 2022/2023 tax years of 10.694% (Tax Class 4 commercial rate) with respect to the Penthouse Units, which results in estimated aggregate real estate taxes for the Penthouse Units for the First Year of Condominium Operation of $315,292.

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

Purchasers are advised that the projections set forth in the Real Estate Tax Opinion are based upon the assumption that New York City Department of Finance ("DOF") will apply a Tax Class 4 commercial rate to the Penthouse Units, when calculating the real estate taxes for the Penthouse Units given the use restrictions on the Units more particularly described herein. Notwithstanding the foregoing, there is a risk that when the Property is assessed, DOF may apply a Tax Class 2 residential rate to the Penthouse Units. As of the date of initial filing of this Plan with the Department of Law, the Tax Class 2 residential rate is approximately 15% higher than the Tax Class 4 commercial rate, and application of such rate by DOF would result in higher taxes being payable by Penthouse Units Owners than those projected herein. While Sponsor's real estate tax attorney expects that the Tax Class 4 commercial rate will apply, neither Sponsor nor Sponsor's real estate tax attorney makes any representation as to which tax classification DOF will use in order to calculate the taxes applicable to the Penthouse Units.

Purchasers are advised that during the 2021/2022 tax year, the property is expected to be assessed as a building still under construction and only partially complete, and therefore, the taxes projected in Schedule A for the projected First Year of Operation (which includes nine (9) months of the 2021/2022 tax year) may be substantially lower than the actual taxes attributable to the Units in subsequent years, when the property is assessed as a fully constructed building. As more particularly provided in the "Real Estate Tax Opinion" contained in Part I of this Plan, Sponsor's real estate tax expert has estimated that the Property will be assessed as a complete building on January 5, 2022, the taxable status date governing the 2022/2023 assessment roll, and that the taxable assessed value of the Penthouse Units at such time will be approximately $3,628,680. Additionally, Sponsor's real estate tax expert has estimated that the taxable assessed value of the Penthouse Units during the 2023/2024 tax year will be approximately $3,701,254. Accordingly, assuming a tax rate of 10.694% during the 2022/2023 tax year and the 2023/2024 tax year, the Real Estate Tax Opinion projects that the real estate taxes for the Penthouse Units during the projected second year of Condominium operation, which comprises nine (9) months of the 2022/2023 tax year and three (3) months of the 2023/2024 tax year, will be approximately $389,991 in the aggregate. Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan for more information as well as the section of Part I of this Plan entitled "Real Estate Taxes".

After the City of New York assesses each Unit as a separate tax lot and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Unit, 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, taxes and assessments imposed on other Units.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the

2021/2022 and 2022/2023 tax years, the estimates of the portions of such assessed valuations that will be allocable to the Penthouse Units and the projection of the average real estate tax rate that will be in effect during the 2021/2022 and 2022/2023 tax years will approximate the actual amount or that the estimated date of completion of construction of the Building will be as projected;

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

(iii) DOF will apply the Tax Class 4 (commercial) tax rate to the Penthouse Units; or

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

Until the Units are separately assessed, each Penthouse Unit Owner will pay to the Condominium Board a share of the Property's real estate taxes for the period in question calculated on the basis of such Unit's common interest percentage. The Condominium Board will pay (or cause to be paid) such real estate taxes timely to DOF, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Condominium or on any Penthouse Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Penthouse Unit in a timely manner and as a result of such failure a lien is placed on the Condominium and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Penthouse Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges.

A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

Upon determination of individual tax lots and individual assessments for the Units, the New York City tax authorities may allocate taxes amongst the Units on some other basis or some other basis other than common interest and, if so, Units having the same or similar common interest percentages may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax attorney and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots.

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

In the opinion of Sponsor's Counsel, the tax laws existing on the date of the Plan in general permit, subject to certain limitations, a Penthouse Unit Owner who itemizes his or her deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Penthouse Unit Owner with respect to his or her Penthouse Unit. In the event that a Penthouse Unit Owner rents his or her Unit, the annual real estate tax deduction otherwise allocable to the rental use could be limited. The amount of the real estate tax deduction also may vary from year to year due to changes in the amount of the real estate taxes payable by the Penthouse Unit Owner (which might result from changes in the assessed valuation of the Penthouse Unit, in the tax rate and/or in the manner of assessing real property). Purchasers should refer to the Sections of Part I of this Plan entitled "Income Tax Deductions to Penthouse Unit Owners and Tax Status of Condominium" and "Opinion of Counsel" for further discussion.

(7) This column represents the aggregate projected monthly or annual (as the case may be) Common Charges and Real Estate Taxes (based on the First Year of Condominium Operation projections) payable by each Penthouse Unit Owner.

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SCHEDULE B
PROJECTED BUDGET
1185 BROADWAY CONDOMINIUM

ESTIMATED SCHEDULE OF RECEIPTS AND EXPENSES
FOR PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION
OCTOBER 1, 2021 - SEPTEMBER 30, 2022 (1)

PROJECTED INCOME

	ANNUAL
Common Charges - Penthouse Unit Owners (2)	$ 623,644
Common Charges - Hotel Unit Owner (2)	66,748
TOTAL PROJECTED INCOME	**$ 690,392**

PROJECTED EXPENSES (3)

		ANNUAL
Payroll & Related Expenses	(4)	-
Heating & Utilities	(5)	-
Repairs, Maintenance & Supplies	(6)	-
Insurance	(7)	30,500
Management Fees	(8)	62,763
Legal, Audit & Accounting Fees	(9)	25,100
Administrative Expenses	(10)	5,100
Contingency	(11)	6,100
PHU Hotel Shared Component Charges	(12)	560,829
TOTAL PROJECTED EXPENSES	(13)	**$ 690,392**

The amounts set forth in this budget are estimates only and may change for reasons beyond the control of the sponsor.

The Notes to Schedule B beginning on the next page are an integral part hereof and should be read in conjunction herewith

NOTES TO SCHEDULE B

(1) Projected First Year of Condominium Operation

The Common Charges projected herein are based upon estimated expenses for the twelve (12) month period from October 1, 2021 through September 30, 2022. The actual First Year of Condominium Operation may begin earlier or later.

If the actual or anticipated date of commencement of the First Year of Condominium Operation is to be delayed by more than six (6) months from the commencement date projected in the Offering Plan, the Plan will be amended to include a revised budget disclosing the current projections (the "Revised Budget Amendment"). If such amended projections exceed the original projections by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the plan has been declared effective) that entered into Agreements prior to the date of the Revised Budget Amendment, the right to rescind their agreements within not less than fifteen (15) days after the presentation of the Revised Budget Amendment setting forth the right to rescind, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any accrued interest returned.

(2) Common Charges

These amounts represent the total Common Charges to be levied against and collected from the Penthouse Unit Owners and the Hotel Unit Owner during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Each category of Unit (i.e., Hotel Unit and Penthouse Units) has been assigned an expense allocation percentage (the "Expense Allocation Percentages") for purposes of allocating certain Common Expenses, as follows: 90.8382% for the Hotel Unit and 9.1618% for the Penthouse Units in the aggregate. Except as otherwise expressly set forth herein, the Common Expenses have been allocated between the Hotel Unit Owner, on the one hand, and the Penthouse Unit Owners in the aggregate, on the other hand, on the basis of the Expense Allocation Percentages, and then between and among the Penthouse Unit Owners on the basis of Penthouse Common Interest as shown on Schedule A, provided that the Hotel Unit Owner's share of Common Expenses will be limited to a share of only certain components of the Common Expenses, as more particularly described herein.

(3) Projected Expenses

Common Charges include the costs and expenses incurred by the Condominium in connection with the operation of the Condominium and the provision of services to Unit Owners in general, which costs and expenses include, for example, insurance premiums, management fees, legal, audit and accounting fees; and administrative expenses. Additionally, the Common Charges include the Condominium's projected costs and expenses associated with the Hotel Shared Component Costs attributable to the Penthouse Units, which represent an allocated share of the costs and expenses incurred by the Hotel Unit Owner to staff, operate and maintain the Hotel Shared Components, any costs associated with providing Basic Hotel Services to the Penthouse Unit Owners, and any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit

the owners of the Penthouse Units in whole or in part. The aggregate amount of the Hotel Shared Component Costs attributable to the Penthouse Unit Owners in the aggregate (the "PHU Hotel Shared Component Charges") shall be assessed against the Condominium Board by the Hotel Unit Owner, and, in turn such PHU Hotel Shared Component Charges shall be included in the Condominium's annual budget as a Common Expense and collected from the Penthouse Unit Owners by the Condominium Board as part of their Common Charges. See Special Risk 7 of Part I of this Plan for further discussion. The projected Hotel Shared Component Costs for the First Year of Condominium Operation are more particularly set forth in the projected budget for Hotel Shared Components set forth as Schedule C of this Plan (the "Hotel Shared Components Budget").

(4) **Payroll and Related Expenses – (See Hotel Shared Components Budget – Schedule C)**

All payroll and related expenses incurred by the Unit Owners as part of their Common Charges will be part of the PHU Hotel Shared Component Charges payable hereunder and are detailed in the Hotel Shared Components Budget. See Schedule C and the Notes to Schedule C of this Plan for further discussion.

(5) **Heating & Utilities – (See Hotel Shared Components Budget – Schedule C)**

All heating and utilities expenses incurred by the Unit Owners as part of their Common Charges will be part of the PHU Hotel Shared Component Charges payable hereunder and are detailed in the Hotel Shared Components Budget. See Schedule C and the Notes to Schedule C of this Plan for further discussion.

(6) **Repairs, Maintenance & Supplies – (See Hotel Shared Components Budget – Schedule C)**

All repairs, maintenance and supplies expenses incurred by the Unit Owners as part of their Common Charges will be part of the PHU Hotel Shared Component Charges payable hereunder and are detailed in the Hotel Shared Components Budget. See Schedule C and the Notes to Schedule C of this Plan for further discussion.

(7) **Insurance – ($30,500)**

Insurance is projected based on the current insurance costs provided by HUB International Northeast Limited located at 100 Sunnyside Boulevard, Woodbury, NY 11797 dated September 29, 2020. This line item includes 3 components: (a) Directors & Officers Liability coverage (b) Commercial Crime, and (c) Commercial General Liability Insurance. Property Insurance and General Liability related to the Hotel Shared Components shall be carried by the Hotel Unit Owner and a portion of the costs associated therewith shall be allocated to each of the Hotel Unit and the Penthouse Units as more particularly set forth in the Hotel Shared Components Budget set forth as Schedule C in this Plan.

Policies and coverage carried by the Condominium Board include:

Policy/Coverage	**Limits of Coverage**
Directors and Officers Liability	

Wrongful Act/Aggregate Retention - $1,000	$1,000,000
Commercial Crime	
Employee Dishonesty Deductible $50,000	$3,000,000
Commercial General Liability	
General Aggregate-Per Location	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Fire Damage Legal Liability	$300,000
Medical Payments – each person	$5,000
Hired Car/Non-owned Automobiles	$1,000,000
Water Damage Legal Liability	Included
Notice and Knowledge of Occurrence	Included
Unintentional Errors and Omissions	Included
Commercial Umbrella	$10,000,000

The above quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The carrier will be selected at the time the coverage is bound, which will occur prior to the First Closing.

The terms of the general liability insurance will provide that (a) policies will not be cancelled without notice to the Condominium Board; (b) waiver of subrogation; (c) waiver of invalidity because of acts of insured and Unit Owners; and (d) each Unit Owner is included as an additional insured.

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

Insurance premiums described in this note (7) have been allocated to the Units on the basis of the Expense Allocation Percentages and further amongst the Penthouse Units on the basis of Penthouse Common Interest as shown on Schedule A. Accordingly, the Hotel Unit has been allocated $27,706 of this line item and the Penthouse Units in the aggregate have been allocated $2,794 of this line item.

(8) Management Fee – ($62,763)

It is presently contemplated that the Board, at or prior to the First Closing, will enter into a Condominium Management Agreement with the Ritz-Carlton Hotel Company, L.L.C. to act as Condominium Manager. The management fee payable by the Condominium under the Condominium Management Agreement is anticipated to be 10% of the First Year's Budget for the Condominium (before calculation of the condominium management fee). Thereafter, the management fee will be increased annually by 3% over the management fee in effect for the

immediately prior year. See the Section of the Plan entitled "Management Agreement and Other Contracts" for further discussion.

The Management Fee is allocated between the Units as follows: (a) the Penthouse Units are allocated such portion of the Management Fee representing the amount which is 10% of all expenses in Schedule B allocated to the Penthouse Units (including 100% of the PHU Hotel Shared Components Charges), which amount is further allocated to all Penthouse Units based upon Penthouse Common Interest as shown on Schedule A; and (b) the Hotel Unit Owner is allocated such portion of the Management Fee which represents 10% of all expenses in Schedule B allocated to the Hotel Unit. Accordingly, the Hotel Unit has been allocated $6,068 of this line item and the Penthouse Units in the aggregate have been allocated $56,695 of this line item.

(9) Legal, Audit and Accounting Fees – ($25,100)

Based upon the estimate set forth in a letter dated August 27, 2020 from WithumSmith+Brown, PC located at 200 South Orange Avenue, Suite 1200, Orlando, Florida 32801-3400, Sponsor has budgeted $9,600 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the Condominium and the federal, state and city income tax returns for the First Year of Condominium Operation. An additional $10,500 has been budgeted for other basic accounting services to be provided to the Condominium by a third party service provider hired by the Condominium Manager, including, but not limited to: accounts payable, assessment billings, maintaining all accounting records, preparation of financials and assistance with budget preparation. The balance of the budgeted amount for this line item ($5,000) has been estimated to provide for minor legal services to be rendered in connection with the administration of the Condominium such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

Legal, Audit and Accounting fees have been allocated to the Units on the basis of the Expense Allocation Percentages and further amongst the Penthouse Units on the basis of Penthouse Common Interest as shown on Schedule A. Accordingly, the Hotel Unit has been allocated $22,800 of this line item and the Penthouse Units in the aggregate have been allocated $2,300 of this line item.

(10) Administrative Expenses – ($5,100)

Administrative Expenses covers the expenses related to assessment billings, corporate reporting/registration, association banking, as well as Board and Unit Owner meetings. The following expense estimates are included in this line item:

- Board/Unit Owner Meetings; Room Rentals and Refreshments $1,800
- Bank Fees $ 900
- Annual Registration & Reporting $ 600
- Office Supplies, Postage and Printing $1,800

Administrative Expenses have been allocated to the Units on the basis of the Expense Allocation Percentages and further amongst the Penthouse Units on the basis of Penthouse Common Interest

as shown on Schedule A. Accordingly, the Hotel Unit has been allocated $4,633 of this line item and the Penthouse Units in the aggregate have been allocated $467 of this line item.

(11) Contingency – ($6,100)

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

The Contingency amount has been allocated to the Units on the basis of the Expense Allocation Percentages and further amongst the Penthouse Units on the basis of Penthouse Common Interest as shown on Schedule A. Accordingly, the Hotel Unit has been allocated $5,541 of this line item and the Penthouse Units in the aggregate have been allocated $559 of this line item.

(12) PHU Hotel Shared Component Charges – ($560,829)

PHU Hotel Shared Component Charges include the Penthouse Unit Owners' aggregate share of all Hotel Shared Component Costs as more particularly set forth in the Hotel Shared Components Budget. The Hotel Shared Component Costs include, among other things, expenses incurred by the Hotel Unit Owner related to staffing, utilities and repairs and maintenance in the Building, costs to insure and manage the Building and costs to provide Hotel Basic Services. See Special Risk 7 of Part I of this Plan for further discussion.

Please refer to the Hotel Shared Components Budget set forth as Schedule C to this Plan and the Notes to Schedule C for further detail regarding how this line item was calculated.

The PHU Hotel Shared Component Charges are allocated solely to the Penthouse Units based on Penthouse Common Interest as set forth on Schedule A. Accordingly, the Penthouse Unit in the aggregate, have been allocated $560,829 of this line item.

(13) Total Projected Expenses – ($690,392)

As set forth in the section titled "Certification of Sponsor's expert concerning adequacy of the Budget" in Part II of this offering plan, the projected receipts appear reasonable and adequate based on current prices (adjusted to reflect continued inflation and present levels of consumption for comparable Units similarly situated) to meet the estimated expenses for the first year of operation, assuming such first year to be the 12-month period commencing October 1, 2021. The foregoing budget, however, is not intended and should not be taken as a guarantee or warranty by anyone that the annual Common Charges or other receipts or expenses for the first or any subsequent year of operation of the Property by the Condominium will be set forth in said projected budget, since the annual Common Charges and other items of receipts and expenses may vary from amounts shown in Schedule B based on factors such as inflation, changes in the economy and unforeseen factors. It is likely that the actual expenses for the first year of operation will vary from the amounts shown in the projected budget.

****

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

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SCHEDULE B-1

Projected Annual Electricity and Gas Costs

By letter (the "AKF Letter") dated September 28, 2020, AKF Consulting Engineers, with an address at One Liberty Plaza, 165 Broadway, 22nd Floor, New York, NY 10006, provided the following estimates of annual electric energy costs and annual gas energy costs.

The calculations for electricity are based on sub-metering (for lighting, equipment and appliances located in each Penthouse Unit) and BTU metering (utilization of chilled water for air conditioning in each Penthouse Unit) on the Consolidated Edison rate service classification EL-9 for General Large Service, $0.206/kWh which includes a 5% inflationary factor increase over the current electricity rates.

The calculations for gas are based on BTU metering (utilization of hot water for space heating of each Penthouse Unit) at a rate of $1.057/Therm which includes a 5% inflationary factor increase over the current gas rates.

Refer to the AKF Letter for other assumptions more particularly set forth, a copy of which is on file with the Department of Law.

	SUB-METERED ELECTRICITY		AIR CONDITIONING (BTU Metered Chilled Water)		TOTAL ELECTRICITY		SPACE HEATING (BTU Metered Hot Water)		TOTAL COST
	KWH	COST	KWH	COST	KWH	COST	THERMS	COST	
Unit Type A	6,936	$ 1,430	1,188	$ 245	8,124	$ 1,674	296.0	$ 313	$ 1,987
Unit Type B	4,046	$ 834	648	$ 133	4,694	$ 967	142.9	$ 151	$ 1,118
Unit Type C	4,554	$ 939	978	$ 202	5,532	$ 1,140	149.2	$ 158	$ 1,298
Unit Type D	7,082	$ 1,460	1,047	$ 216	8,129	$ 1,676	251.5	$ 266	$ 1,941

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

SCHEDULE C
PROJECTED BUDGET
RITZ CARLTON NEW YORK NOMAD - HOTEL SHARED COMPONENTS

ESTIMATED SCHEDULE OF RECEIPTS AND EXPENSES
FOR PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION
OCTOBER 1, 2021 - SEPTEMBER 30, 2022 (1)

PROJECTED INCOME

	ANNUAL
Hotel Shared Component Charges - Penthouse Unit Owners (2)	$ 560,829
Hotel Shared Component Charges - Hotel Unit Owner (2)	4,336,073
TOTAL PROJECTED INCOME	**$ 4,896,902**

PROJECTED HOTEL SHARED COMPONENT COSTS (3)

		ANNUAL
Payroll & Related Expenses	(4)	2,291,786
Gas (Heating & Hot Water)	(5)	22,014
Electricity	(6)	390,297
Water & Sewer (Hotel Suites)	(7)	16,618
Repairs, Maintenance Inspections & Supplies	(8)	198,700
Service Contracts	(9)	378,000
Insurance	(10)	516,187
Administrative Expenses	(11)	47,300
Other Expenses	(12)	18,000
Brand Expenses	(13)	22,000
Contingency	(14)	446,000
Reserves	(15)	550,000
TOTAL PROJECTED EXPENSES	(16)	**$ 4,896,902**

The amounts set forth in this budget are estimates only and may change for reasons beyond the control of the sponsor.

The Notes to Schedule C beginning on the next page are an integral part hereof and should be read in conjunction herewith

NOTES TO SCHEDULE C

(1) Projected First Year of Operation

The Hotel Shared Component Costs projected herein are based upon estimated expenses for the twelve (12) month period from October 1, 2021 through September 30, 2022, which is the projected First Year of Condominium Operation. The actual First Year of Condominium Operation may begin earlier or later, which may result in the actual Hotel Shared Component Costs differing from the projections contained herein. Sponsor shall have no obligation to amend Schedule C or the Notes to Schedule C except to the extent expressly required under the Plan, including, but not limited to, the Notes to Schedule B.

(2) Hotel Shared Component Charges

These amounts represent the total Hotel Shared Component Charges attributable to the Hotel Unit Owner, on the one hand, and the Penthouse Unit Owners (in the aggregate), on the other hand during the projected first year of Condominium operation. The Hotel Shared Component Charges will be utilized by the Hotel Unit Owner to defray the operational expenses of the Hotel Unit as they relate to expenses (i.e., the Hotel Shared Component Costs) incurred by the Hotel Unit Owner for staffing, operating and maintaining the Hotel Shared Components, providing Basic Hotel Services to the Penthouse Unit Owners, and providing utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part, all as more particularly described in Note 3 below. The amount of Hotel Shared Component Charges attributable to the Penthouse Unit Owners will be levied against the Condominium Board by the Hotel Unit Owner and collected from the Penthouse Unit Owners by the Condominium Board during the anticipated first year of Condominium operation as more particularly described in Note 12 of the Notes to Schedule B.

(3) Projected Hotel Shared Component Costs

The Hotel Shared Component Costs include, among other things, expenses incurred by the Hotel Unit Owner related to staffing, utilities and repairs and maintenance in the Building, costs to insure and manage the Building and costs to provide Hotel Basic Services. See Special Risk 7 of Part I of this Plan for further discussion. Each category of Unit (i.e., Hotel Unit and Penthouse Units) has been assigned an expense allocation percentage (the "Expense Allocation Percentages") for purposes of allocating certain Hotel Shared Component Costs, as follows: 90.8382% for the Hotel Unit and 9.1618% for the Penthouse Units in the aggregate. Except as otherwise expressly set forth herein, the Hotel Shared Component Costs have been allocated between the Hotel Unit Owner, on the one hand, and the Penthouse Unit Owners in the aggregate, on the other hand, on the basis of the Expense Allocation Percentages, provided that the Hotel Unit Owner's share of Hotel Shared Component Costs will be limited to a share of only certain components of the Hotel Shared Component Costs, as more particularly described herein.

(4) Payroll and Related Expenses – ($2,291,786)

This line item includes labor, payroll taxes and employee benefits for approximately eighteen (18) full time equivalent employees serving the Hotel Shared Components (either in whole or in part). Such employees will provide the following services: (a) cleaning of and maintenance and repairs to the Hotel Shared Components; (b) provision of Basic Hotel Services (including, among other things, guest services, front desk services, concierge services and doorperson/bell services); (c) dedicated Penthouse Unit management services (to be provided by a Penthouse Unit Assistant Manager); (d) security services; and (e) administration related to the Hotel Shared Components.

The costs and expenses to be incurred by the Hotel Unit Owner in connection with the aforementioned labor have been allocated in whole or in part as a Hotel Shared Component Cost based upon the estimated time each employee is expected to devote to the Hotel Shared Components or to the Condominium Unit Owners and occupants. Projections take into account a full benefit package to be provided to all staff including, but not limited to, group health insurance, life insurance, disability insurance, and employee meals.

PAYROLL AND RELATED EXPENSES SUMMARY

POSITION	HOTEL SHARED COMPONENTS BUDGET		HOTEL UNIT ALLOCATION	PENTHOUSE UNITS ALLOCATION
	SHARED FTE's	SHARED COST		
Administrative	0.6	$ 69,000	$ 22,710	$ 46,290
Engineering / Maintenance	2.6	237,602	215,833	21,769
Security	6.6	522,712	474,822	47,890
Concierge	1.4	108,647	98,693	9,954
Front Office	2.8	211,469	192,095	19,374
Doorperson	2.8	110,598	100,465	10,133
Public Area Attendant	1.0	73,117	66,419	6,699
SUB TOTAL	**17.8**	**$ 1,333,145**	**$ 1,171,036**	**$ 162,109**
Payroll Taxes & Employee Benefits		958,641	848,829	109,812
TOTAL		**$ 2,291,786**	**$ 2,019,865**	**$ 271,921**

The payroll and related expenses for all positions except for the Penthouse Unit Assistant Manager, are allocated amongst both the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand, based on the Expense Allocation Percentages. The Penthouse Unit Assistant Manager costs are allocated solely to the Penthouse Units in the aggregate because the Penthouse Unit Assistant Manager position is intended solely to benefit the Penthouse Unit Owners and will entail serving as the primary point of contact for Penthouse Unit Owners, including, but not limited to, with respect to coordination of Condominium-related matters on behalf of the Condominium Manager. Accordingly, the Hotel Unit has been allocated $2,019,865 of this line item and the Penthouse Units in the aggregate have been allocated $271,921 of this line item.

(5) Gas (Heating & Hot Water) – ($22,014)

Based on an estimate dated September 28, 2020 by AKF Consulting Engineers, it is anticipated that the cost of gas for heating and hot water in the Hotel Shared Components during the projected first year of Condominium operation will be approximately: (a) $19,027 for all areas other than the hallways on Floors PH38-PH41, and the same has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand, on the basis of the Expense Allocation Percentages; and (b) $670 for the hallways on Floors PH38-PH41, and the same has been allocated solely to the Penthouse Units in the aggregate. Additionally, the cost of gas for domestic hot water in the individual Penthouse Units during the projected first year of Condominium operation is anticipated to be, in the aggregate, $2,317, and has been allocated solely to the Penthouse Units in the aggregate. The estimates herein assume that: (i) the annual consumption of gas for heating and domestic hot water production will be 20,830 Therms per year (634 Therms of which are attributable to the hallways on Floors PH38-PH41, 18,004 Therms of which are attributable to the balance of the Hotel Shared Components and 2,193 Therms of which are attributable to domestic hot water usage in the Penthouse Units); and (ii) the projected cost for gas for the projected first year of Condominium operation is $1.057/Therm which includes a 5% inflationary factor increase over the current gas rates.

Additionally, BTU meters for each Penthouse Unit will be utilized to measure heated water for space heating to the individual Penthouse Units, and the associated gas costs quantified. These charges will be billed to the Penthouse Unit Owners directly by the Hotel Unit Owner, and, therefore, the costs associated therewith are not included in this line item and are not paid for as part of a Penthouse Unit Owner's Common Charges. Purchasers should refer to Schedule B-1 of this Plan for individual Penthouse Unit gas projections.

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the figures projected herein should be sufficient to cover the cost of gas during the projected first year of Condominium operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the projected first year of Condominium operation.

This line item has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate on the other hand, as more particularly described in this note above. Accordingly, the Hotel Unit has been allocated $17,284 of this line item and the Penthouse Units in the aggregate have been allocated $4,730 of this line item.

(6) Electricity – ($390,297)

Based on an estimate dated September 28, 2020 by AKF Consulting Engineers, it is anticipated that the cost of electricity for the Hotel Shared Components during the projected first year of Condominium operation will be approximately: (a) $385,653 for all areas other than the hallways on Floors PH38-PH41, and the same has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand, on the basis of the Expense Allocation Percentages; and (b) $4,644 for the hallways on Floors PH38-PH41, and the same has been allocated solely to the Penthouse Units. The estimates herein assume: (i) that the consumption of electricity in the Hotel Shared Components will be 1,893,589 kWh during the projected first year of Condominium operation (22,530 kWh attributable to the hallways on Floors PH38-PH41 and 1,871,059 kWh attributable to all other Hotel Shared Components); and (ii) the projected cost for

electricity during the projected first year of Condominium operation will be $0.206/kWh which includes a 5% inflationary factor increase over the current electricity rates.

Electricity for each individual Penthouse Unit's lighting and equipment will be separately sub-metered at each Unit's electrical panel. BTU meters for each Unit will be utilized to measure chilled water for air conditioning to the individual Penthouse Units, and the associated electric costs quantified. These charges will be billed to the Penthouse Unit owners directly by the Hotel Unit Owner, and, therefore, the costs associated therewith are not included in this line item and are not paid for as part of a Penthouse Unit Owner's Common Charges. Purchasers should refer to Schedule B-1 of this Plan for individual Penthouse Unit electricity projections.

It is not possible to predict how closely the budgeted figure will reflect the actual expenses for electricity to be incurred during the projected first year of Condominium operation, in part because such expenses will vary with the level of consumption and the applicable electric rates. Many factors affect the cost of electricity including, among others, the cost of fuel used to generate electricity. Historically, electric rates have been steadily increasing. Although it is not possible to forecast with certainty the amount or timing of such increases, it is believed that the projected figure should be enough to cover any reasonable increase in the cost of electricity during the projected first year of Condominium operation. The actual electricity charges may vary considerably from the amounts set forth above.

This line item has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate on the other hand, as more particularly described in this note above. Accordingly, the Hotel Unit has been allocated $350,321 of this line item and the Penthouse Units in the aggregate have been allocated $39,977 of this line item.

(7) Water & Sewer (Penthouse Units) - ($16,618)

Sponsor anticipates that the Hotel Unit Owner may receive and pay the bills for water and sewer expenses incurred by the entire Building, including the individual Penthouse Units, directly to the utility, in which event the Penthouse Unit Owners shall be required, in accordance with the terms of the Condominium Documents, to reimburse the Hotel Unit Owner for the cost of such charges as they pertain to such Penthouse Unit Owner's Unit. Accordingly, this line item is representative of the Penthouse Unit Owners' projected share of the overall water and sewer bill for the Building with respect to consumption within each Penthouse Unit Owner's Unit and is based on an estimate dated September 28, 2020 by AKF Consulting Engineers.

In accordance with such estimate, it is anticipated that the water and sewer charges attributable to the Penthouse Units during the projected first year of Condominium operation will be approximately: (a) $6,414 for water; and (b) $10,204 for sewer. The estimates herein assume that: (i) the consumption of water related to the Penthouse Units during the projected first year of Condominium operation will be approximately 151,627 cubic feet, which includes water usage within the individual Penthouse Units (estimated at 142,721 cubic feet) and the Penthouse Units' collective share of cooling tower evaporation/make-up water (estimated at 6,500 cubic feet) and sidewalk cleaning (estimated at 2,406 cubic feet); and (ii) the projected cost for water and sewer charges for the Penthouse Units for the first year of Condominium operation will be $4.23 per 100

cubic feet for water and $6.73 per 100 cubic feet for sewer. The rates have been adjusted to account for reasonable inflation from current rates to the first year of operation.

This line item is allocated solely to Penthouse Units. Accordingly, the Penthouse Units in the aggregate have been allocated $16,618 of this line item.

(8) Repairs, Maintenance, Inspections & Supplies – ($198,700)

The budgeted amount is based on an estimation of repairs, maintenance, inspections and supplies during the projected first year of Condominium operation relating to the Hotel Shared Components, which include, but are not limited to the costs of: (a) maintaining and repairing the interiors of the Building, the roofs, the exterior of the Building (including the façade, windows and walls), the plumbing, electrical, heating and cooling systems and other mechanical systems of the Building (including, but not limited to, pipes and control devices regulating distribution in the Building), the foundations, and painting the Hotel Shared Components; (b) purchasing various supplies (including, but not limited to, cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies); and (c) elevator and Fire, Life & Safety and other inspections. No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Building. In subsequent years of operation, additional maintenance and repair costs and expenses can and should be expected for the Hotel Shared Components. This line item does not include the costs of repairs, painting, maintenance, or supplies for the individual Penthouse Units or the interiors of any Hotel Unit guestrooms or other Hotel Unit "for profit" areas, all of which are the responsibility of the individual Unit Owners. The estimated amount is based on actual and budgeted expenses from similar operating buildings of comparable size and quality in New York City managed by the Hotel Manager.

This line item is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand based upon the Expense Allocation Percentages. Accordingly, the Hotel Unit has been allocated $180,495 of this line item and the Penthouse Units in the aggregate have been allocated $18,205 of this line item.

(9) Service Contracts – ($378,000)

The budgeted amount represents the estimated annual cost of services, including service contracts, provided to and for the benefit of all unit owners, for Hotel Shared Component equipment, systems, and areas:

CONTRACT SERVICES	AMOUNT
Chillers/HVAC	$ 55,500
Elevators	78,000
Fire Protection/Prevention	87,000
Grounds Maintenance	20,000
Pest Control	10,000
Snow Removal	3,500
Waste Removal	36,500
Water Treatment	37,000
Window Cleaning	30,000
Other Maintenance Contracts	20,500
TOTAL	**$ 378,000**

No maintenance or service contracts have been entered into as of the filing date of the Plan. These estimates are based on actual and budgeted expenses from similar operating buildings of comparable size and quality In New York City managed by the Hotel Manager. While this Schedule C includes a reasonable allowance for possible increases in cost, which may occur prior to and during the first year of Condominium operation, no warranty or guarantee is made that the actual cost of these services or other services will be in accordance with this projection.

This line item is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand based upon the Expense Allocation Percentages. Accordingly, the Hotel Unit has been allocated $343,368 of this line item and the Penthouse Units in the aggregate have been allocated $34,632 of this line item.

(10) Insurance – ($516,187)

Insurance expense is projected based on the current insurance costs provided by HUB International Northeast Limited located at 100 Sunnyside Boulevard, Woodbury, NY 11797 in their letter dated September 29, 2020. This line item includes 3 components: (a) Property Insurance related solely to the Hotel Shared Components including the building structure/infrastructure, (b) General and Umbrella Liability Insurance related to certain Hotel Shared Components and public areas, which is an allocated share of the Hotel Unit Owner's total General and Umbrella Liability insurance premium, and (c) "Loss of Rents" coverage related to Penthouse Unit Owners assessments expense (which is intended to protect the Penthouse Unit Owners from their obligation to pay assessments to the Hotel Unit during any period of closure of the Hotel and the Condominium during any period of closure of the Condominium). Hotel related contents and business interruption insurance is not included in the Hotel Shared Components Budget. The Property and Liability components of this line are allocated amongst all of the Units based upon the Expense Allocation Percentages. The "Loss of Rents" component for any period of closure of the Hotel is allocated solely to the Penthouse Units.

PREMIUMS	AMOUNT
a) Property Insurance	$ 496,914
b) Liability Insurance	18,623
c) Hotel Suite Units - Loss of Rents	650
TOTAL	**$ 516,187**

Policies and coverage carried by the Hotel Unit Owner related to the costs charged in the Hotel Shared Components Budget include:

Policy/Coverage

Property Insurance	**Limits Provided**
Blanket Real & Personal Property/Building Ordinance- "All Risk", Agreed Amount Replacement Cost Deductible $25,000	$355,464,352
All Risk Business Income/Rents and additional expenses	Not included
Demolition/Increased Cost of Construction	$10,000,000
Earthquake & Flood Deductible – TBD	$5,000,000
Boiler and Machinery	
Comprehensive Form Blanket Combined Limit – Property/BI included rental Value Repair and Replacement, Service Interruption Deductible $2,500 Property Damage	Included in Property
Commercial General Liability	
General Aggregate-Per Location	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Fire Damage Legal Liability	$300,000
Medical Payments – each person	$5,000
Hired Car/Non-owned Automobiles	$1,000,000
Water Damage Legal Liability	Included
Notice and Knowledge of Occurrence	Included
Unintentional Errors and Omissions	Included
Commercial Umbrella	$10,000,000

The above quotation is an indication of insurance premiums at current rates plus inflationary factors. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The carrier will be selected at the time the coverage is bound, which will occur prior to the First Closing.

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

The proposed property coverage waives coinsurance (agreed amount clause) and is written on a replacement cost basis. Sponsor's insurance expert believes that, based upon current construction costs, the building limit quoted should cover the cost to replace the Building. Additionally, the property and liability policies will provide (a) that policies will not be cancelled without notice to the Condominium Board; (b) waiver of subrogation; (c) waiver of invalidity because of acts of insured and Unit Owners; and (d) that each Unit Owner is included as an additional insured with respect to the Condominium coverage.

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

This line item has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate on the other hand, as more particularly described in this note above. Accordingly, the Hotel Unit has been allocated $468,304 of this line item and the Penthouse Units in the aggregate have been allocated $47,882 of this line item.

(11) Administrative Expenses – ($47,300)

The budgeted amount is intended to cover various miscellaneous expenses including, but not limited to, employee training and certifications, employee uniforms, the Penthouse Unit Assistant Manager CAM licensing, HR systems/timeclocks, office equipment, telephone expenses as well as Lobby and Penthouse Unit corridor decorations. A total of $38,900 of the budgeted amount is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand, on the basis of the Expense Allocation Percentages. The balance of this line item ($8,400) is allocated solely to the Penthouse Units as it relates to services/expenses that wholly benefit the Penthouse Unit Owners only.

This line item has been allocated between the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate on the other hand, as more particularly described in this note above. Accordingly, the Hotel Unit has been allocated $35,336 of this line item and the Penthouse Units in the aggregate have been allocated $11,964 of this line item.

(12) Other Expenses – ($18,000)

The budgeted amount is intended to cover miscellaneous equipment, supplies and towel service related to the fitness facility, sauna/steam rooms and lockers rooms which are part of the Hotel Shared Components.

This line item is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand based upon the Expense Allocation Percentages. Accordingly, the Hotel Unit has been allocated $16,351 of this line item and the Penthouse Units in the aggregate have been allocated $1,649 of this line item.

(13) Brand Expenses – ($22,000)

The budgeted amount is intended to cover miscellaneous expenses incurred by the Hotel Unit Owner with respect to the Hotel Manager's participation in branded programs and other services relating to the operation of a residential component within the Hotel, which are intended to solely benefit the Penthouse Unit Owners. Such programs and services may include, but are not limited to, leadership development, training and conference attendance, professional memberships, brand standard audits, conducting Penthouse Unit owner surveys and preparing and distributing newsletters specific to the Penthouse Unit Owners. These expenses support the Hotel Manager's

systems and business processes to ensure brand standards and unit owner satisfaction are maintained.

This line item is allocated solely to Penthouse Units. Accordingly, the Penthouse Units in the aggregate have been allocated $22,000 of this line item.

(14) Contingency – ($446,000)

The Contingency may be used at the discretion of the Hotel Unit Owner toward unforeseen expenses or other appropriate Hotel Shared Component expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses.

This line item is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand based upon the Expense Allocation Percentages. Accordingly, the Hotel Unit has been allocated $405,138 of this line item and the Penthouse Units in the aggregate have been allocated $40,862 of this line item.

(15) Reserves – ($550,000)

The budgeted amount is intended to cover the costs and expenses incurred by the Hotel Unit Owner with regard to periodic maintenance, repair, and replacement of the Hotel Shared Components. Additionally, the Hotel Unit Owner reserves the right under the Condominium By-Laws to assess the Condominium for additional costs and expenses associated therewith, which would result in assessments against each Penthouse Unit Owner in connection therewith, which assessments would be allocated between the Hotel Unit Owner and the Penthouse Unit Owners on the basis of the Expense Allocation Percentage (and then further amongst the Penthouse Unit Owners on the basis of Common Interest) or in such other manner as is set forth in the Condominium By-Laws. Neither Sponsor nor the Department of Law has passed on the adequacy of the projected amount, and Purchasers are advised that, in the event the costs and expenses of the Hotel Unit Owner to maintain, repair and replace the Hotel Shared Components during the first year of Condominium operation exceed the actual amount collected hereunder, the Hotel Unit Owner may assess the Condominium, who may in turn assess the Penthouse Unit Owners to cover any shortfall. Additionally, Sponsor reserves the right to commission a reserve study with respect to the Property, in which event, the amount projected herein may be modified in order to match the amount determined thereby. Since the Building is being newly constructed, Sponsor does not, at this time, anticipate the need for any major capital repairs/replacements within the next five (5) years.

This line item is allocated amongst the Hotel Unit, on the one hand, and the Penthouse Units in the aggregate, on the other hand based upon the Expense Allocation Percentages. Accordingly, the Hotel Unit has been allocated $499,610 of this line item and the Penthouse Units in the aggregate have been allocated $50,390 of this line item.

(16) Total Projected Hotel Shared Component Costs – ($4,896,902)

As set forth in the section titled "Certification of Sponsor's expert concerning adequacy of the Budget" in Part II of this offering plan, the projected receipts appear reasonable and

adequate based on current prices (adjusted to reflect continued inflation and present levels of consumption for comparable Units similarly situated) to meet the estimated expenses for the first year of Condominium operation, assuming such first year to be the 12-month period commencing October 1, 2021. The foregoing budget, however, is not intended and should not be taken as a guarantee or warranty by anyone that the annual Hotel Shared Component Charges or other receipts or expenses for the first or any subsequent year of operation of the Property by the Hotel Unit Owner will be set forth in said projected budget, since the annual Hotel Shared Component Charges and other items of receipts and expenses may vary from amounts shown in Schedule C based on factors such as inflation, changes in the economy and unforeseen factors. It is likely that the actual expenses for the first year of Condominium operation will vary from the amounts shown in the projected budget.

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The foregoing projected budget may be modified from time to time prior to commencement of and during the first year of Condominium operation, to add or delete or increase or decrease one or more items of operating expenses. If additional funds are required to pay expenses, it may be necessary to increase Hotel Shared Component Charges which would result in increased Common Charges or special assessments to the Unit Owners.

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COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

October 5th, 2020

RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

Re: Ritz-Carlton New York NoMad Residences at
1185 Broadway Condominium
1185 Broadway, New York, New York

To Whom It May Concern:

The undersigned has reviewed the allocation of common interests as shown on the Schedule A to be included in the offering plan for the subject project.

The common interests among the Units have been allocated to each based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law. This allocation utilizes measurements and calculations of net square footage set forth in Schedule A.

The undersigned's relevant experience in the field includes: management of the operation of comparable condominium and mixed use projects in New York, and other resort locations in the United States for over 25 years both at the site level and in the corporate offices of Marriott and Ritz-Carlton as well as experience as an independent consultant preparing budgets and allocation schedules for condominium residential and mixed use projects for Marriott, Ritz-Carlton, Four Seasons, Starwood, Viceroy and various developers. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on October 5th, 2020.

Very truly yours,

Steve Ryan

E. THE HOTEL UNIT

Subject to certain restrictions set forth in the Declaration and By-Laws, the Hotel Unit (not offered hereby) may be used for any lawful purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). Neither the Board nor any Penthouse Unit Owner will have any right to restrict or limit any of the uses of, or alterations in or to, the Hotel Unit (including the storefronts thereof) which are permitted by applicable law, except as otherwise set forth in the Condominium Documents. As of the date of initial filing of this Plan with the Department of Law (the "Initial Filing Date"), it is anticipated that the Hotel Unit will be initially owned by Sponsor and primarily operated as a hotel (the "Hotel") and will also include retail, bar/restaurant and spa facilities. As of the Initial Filing Date, it is anticipated that the Hotel will have approximately 250 guest rooms available for rental on a daily basis and hotel accessory spaces, which may include, but are not limited to, reception areas, hotel offices, hotel back-of-house areas, food and beverage areas, a fitness facility and conference and catering facilities (and uses ancillary to each of the foregoing). No representation or warranty is made with respect to the identity of the Hotel Unit Owner or the use(s) of all or any portion of the Hotel Unit. Sponsor reserves the right to sell the Hotel Unit to an affiliate or an unrelated third party either pursuant to an amendment to this Plan offering the Hotel Unit for sale or pursuant to a "no-action" letter issued by the New York State Department of Law. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. Purchasers are advised that since Sponsor anticipates that portions of the Hotel Unit will initially be used as bar/restaurant facilities and for conference and catering facilities, and given the broad spectrum of uses permitted in the Hotel Unit (including for, among other things, large gatherings), it should be noted that use of the Hotel Unit may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

It is anticipated as of the Initial Filing Date that the Hotel will be managed by a hotel operator (the "Hotel Manager") on behalf of the unit owner of the Hotel Unit (the "Hotel Unit Owner", which together with the Penthouse Unit Owners are collectively referred to herein as the "Unit Owners" or individually, as a "Unit Owner") pursuant to a management agreement (the "Hotel Management Agreement") between the Hotel Unit Owner and the Hotel Manager.

As of the date of the initial filing of this Plan with the Department of Law and as more particularly described herein, Sponsor has entered into a Hotel Management Agreement with The Ritz-Carlton Hotel Company, L.L.C. (the "Ritz-Carlton") to initially serve as the Hotel Manager. Subject to certain rights of the Hotel Unit Owner and the Hotel Manager to terminate the Hotel Management Agreement, the Hotel Management Agreement has an initial term of thirty (30) years, with two automatic ten (10) year renewals, unless Hotel Manager elects not to renew in accordance with the terms of the Hotel Management Agreement. The Hotel Management Agreement requires that any common, shared or public areas of the Property, which may include the Hotel Shared Components (as hereinafter defined) and other portions of the Hotel Unit and any Common Elements be maintained to an aesthetic and operational standard consistent with the Hotel Standard (as hereinafter defined).

The "Hotel Standard" means any standard for operation, management and maintenance applicable to the Property which is required to be maintained by the Hotel Unit Owner and/or the Condominium under the terms of the Hotel Management Agreement entered into

between the Hotel Manager and the Hotel Unit Owner from time to time, which may include standards of quality, service, character, appearance and image, required by the Hotel Manager from time to time. Pursuant to the Hotel Management Agreement in place as of the date of the initial filing of this Plan with the Department of Law, the Hotel Standard is the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations.

No representation or warranty is made with respect to the existence or identity of the Hotel Manager from time to time. Purchasers are advised that any different or future agreement with a Hotel Manager may require that the Property (including the Hotel and the Condominium) be operated, managed and maintained at a minimum according to a Hotel Standard which may be different than the existing Hotel Standard, and the Hotel Unit Owner shall have the right to require the Condominium to abide by such standards.

Purchasers are advised that the Hotel Unit will include, in addition to those areas comprising the Hotel and the Building's bar/restaurant, retail and spa spaces, the Land (as hereinafter defined) and all other portions of the Building, including equipment and materials thereon, other than the Penthouse Units and the personal property therein. As such, the Building entrances, lobbies, elevators, stairs, corridors, utility and service areas, systems and equipment, whether or not serving only the Hotel Unit or both the Hotel Unit and the Penthouse Units, shall be owned and controlled by the Hotel Unit Owner and may be managed by the Hotel Manager on the Hotel Unit Owner's behalf. Additionally, all structural elements, foundations, foundation walls, roofs, facades, windows and storefronts, except to the extent the same are expressly designated as part of a Penthouse Unit pursuant to the Condominium Documents, are part of the Hotel Unit. Those components of the Building which serve or benefit both the Hotel Unit Owner and the Penthouse Unit Owners but are included in the Hotel Unit are referred to herein as the ("Hotel Shared Components") and are more specifically identified in the Condominium Declaration set forth as Exhibit 6 in Part II of this Plan.

Pursuant to the Condominium Documents, each Penthouse Unit Owner shall be granted a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or serve the Penthouse Unit Owners (the "Hotel Shared Easement Areas"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, the Penthouse Unit

Owners will be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel. The Hotel Shared Easement Areas are part of the Hotel Shared Components. Pursuant to the Condominium Documents, the Hotel Unit Owner shall have the right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements. Purchasers are advised that, the Hotel Unit Owner's right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner may result in withdrawal of any amenities which may be available for use by any Penthouse Unit Owners at a given time, which amenities, are anticipated to initially include the fitness center, changing/locker rooms, sauna/steam rooms and the bicycle room.

Additionally, Purchasers are advised that the Board may arrange for the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on the Hotel Unit Owner's behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever manner; (b) concierge service, bell service and mail service; and/or (c) basic cable television service, telephone service and internet service. However, neither the Hotel Unit Owner nor the Hotel Manager has any obligation to provide any Basic Hotel Services to the Penthouse Unit Owners. Pursuant to the Condominium Documents, any Basic Hotel Services shall be provided in accordance with the Hotel Standard. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget (as hereinafter defined) as a Hotel Shared Component Cost (as hereinafter defined), allocated solely to the Penthouse Unit Owners on the basis of Common Interest. Purchasers are advised that if the Board failed to arrange for or if the Hotel Unit Owner or Hotel Manager failed to provide or discontinued or in any way modified the Basic Hotel Services being provided to Penthouse Unit Owners, Penthouse Unit Owners may have to make arrangements for the provision of such services independent of the Hotel Unit Owner or the Hotel Manager, and that such services may be difficult or more costly to procure from a party other than the Hotel Unit Owner or the Hotel Manager.

In order to reimburse the Hotel Unit Owner for a portion of the cost for: (a) staffing, operating and maintaining the Hotel Shared Components, (b) providing Basic Hotel Services; and (c) any other expenses incurred by the Hotel Unit Owner for utilities and/or services which serve or benefit the owners of the Penthouse Units in whole or in part (all of the foregoing expenses set forth in clauses (a) through (c) of this sentence being referred to herein as (the "Hotel Shared Component Costs")), the Condominium Board shall assess each Penthouse Unit Owner on behalf of the Hotel Unit Owner for their allocated share of such Hotel Shared Component Costs which

shall be payable by each Penthouse Unit Owner to the Condominium Board as Common Charges, and which shall in turn, be reimbursed to the Hotel Unit Owner by the Condominium Board on behalf of the Penthouse Unit Owners. The Hotel Shared Component Costs for which the Hotel Unit Owner may seek reimbursement from the Penthouse Unit Owners through the Condominium are more particularly described in the Condominium By-Laws and in "Schedule B" (the "First Year Budget") and the "Notes to Schedule B" and "Schedule C" (the "Hotel Shared Components Budget") and the "Notes to Schedule C" contained in Part I of this Plan. The Hotel Unit Owner shall also have the right to seek reimbursement from the Condominium for an allocated portion of the cost to make certain capital improvements to the Hotel Shared Components, in which event the Condominium Board may assess the Penthouse Unit Owners for their allocated portion of the cost thereof in accordance with the provisions of the Condominium By-Laws.

As more particularly described in the First Year Budget and "Notes to Schedule B" in Part I of this Plan, since the Condominium is comprised mainly of a Hotel, and since the Penthouse Unit Owners will be obligated to pay an allocated share of the cost to operate and maintain certain portions of the Hotel (as described in the immediately preceding paragraph) consistent with the Hotel Standard, which costs may include items not routinely associated with the operation of a typical residential condominium, Penthouse Unit Owners may pay common charges which are greater than those which might otherwise be found in a typical residential condominium.

Additionally, the Board may arrange with the Hotel Unit Owner (or, if the Hotel Unit Owner and the Hotel Manager so agree, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due, all subject to and as more particularly described in the Condominium By-Laws in Part II of this Plan.

Various other goods and services may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time ("Per-Use Providers"). Fees incurred by a Penthouse Unit Owner on a per-use basis (the "Per-Use Fees") for certain goods or services ("Per-Use Goods/Services") provided to such Penthouse Unit Owner by Per-Use Providers shall be payable by the Penthouse Unit Owner incurring said Per-Use Fee directly to the applicable Per-Use Provider, and shall not be included

in the Common Charges for any Penthouse Unit. Sponsor makes no representation as to whether and to what extent Per-Use Goods/Services will be available for purchase at the Property or as to the existence of any Per-Use Provider (generally or specifically) at the Property at any given time.

Purchasers are advised that since the Building (other than the Penthouse Units) will primarily comprise the Hotel Unit, decisions with respect to the staffing, maintenance and operation thereof will be made by the Hotel Unit Owner or the Hotel Manager on the Hotel Unit Owner's behalf (subject in all events to the provisions of the Condominium Documents) and not by the Condominium Board, and therefore, neither the Condominium Board nor the Penthouse Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of building staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Building.

Subject to the provisions of all applicable laws and ordinances and the Condominium Declaration and By-Laws, Sponsor and any successor Hotel Unit Owner will have the right to, among other things, alter, divide, subdivide and combine its Unit into any number of newly created condominium Units and to offer all or any portion thereof as additional Penthouse Units or as fractional/timeshare interests or otherwise. Sponsor shall not offer additional Penthouse Units for sale without an amendment to the Plan. Sponsor will not offer any fractional/timeshare interests for sale without filing a separate offering plan with respect thereto.

The Hotel Unit Owner will be obligated to pay its share of the expenses that are incurred by the Board only to the extent the same are utilized by or benefit the Hotel Unit Owner in question and in all events in accordance with the terms and provisions of the By-Laws which authorize the Board to specially allocate expenses or specific expense items as more particularly set forth therein. As more fully set forth in the "Notes to Schedule B" above, the Hotel Unit Owner will therefore pay its allocated percentage of only certain expenses, which percentage may be less (or more) than its Common Interests. The allocated percentage represent a projection of the proportionate usage of the services and facilities in question by the Hotel Unit Owner, as estimated by Sponsor's Budget Expert, an independent expert retained by Sponsor. It is the opinion of Sponsor's Budget Expert as more fully set forth in Exhibit 8D in Part II, that the aforementioned Common Charges payable by the Hotel Unit Owner is sufficient to cover the expenses fairly attributable to the Hotel Unit.

To the extent permitted by applicable Legal Requirements, and subject to certain restrictions set forth in the Declaration and By-Laws, the Hotel Unit Owner will have the right with regard to its Unit, without the vote or consent of the Board, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements will be subject to the approval, not to be unreasonably withheld, of the Board), to change the size of its Unit by subdividing it into any desired number of condominium units (or by combining any units resulting from such subdivision), and to reapportion among the newly created condominium units resulting from any

subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As more particularly provided in Article 10 of the Declaration, the Hotel Unit Owner will have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Board to do so. If the Hotel Unit is subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Board or other Unit Owners), set forth above in this paragraph, described as pertaining to the Unit Owner of the original Unit or Units in question.

The owner of the Hotel Unit has retained and expressly reserves all excess air or developmental rights (collectively, the "Air Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Penthouse Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Penthouse Unit by any Penthouse Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements, may not be possible or may be limited. Further, as a result of such reservation by the owner of the Hotel Unit, the owner of Hotel Unit may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Air Rights reserved by the owner of the Hotel Unit will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In the event such excess Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected.

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F. CHANGES IN PRICES AND UNITS

The purchase prices set forth in Schedule A and other terms of payment (but not other terms of sale) with respect to a particular Unit are negotiable and may be changed by Sponsor at any time and from time to time, both before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder, and no Agreement will be modified to waive any of the Purchaser's rights or abrogating any of Sponsor's obligations, under the Plan or Article 23-A of the New York General Business Law.

The Plan will be amended to disclose: (a) any increase (but not any decrease) in the Purchase Price of an offered Unit; (b) any changes in either Purchase Prices (whether increases or decreases) or other financial terms of sale that are across-the-board changes affecting one or more lines or types of Units; or (c) any changes in either Purchase Prices or other financial terms of sale that are to be advertised. Other than the changes described in (a) through (c) above, Purchase Prices and other terms of sale of one or more Units which are not subject to executed Agreements may be changed without either notice or amendment of the Plan.

If Sponsor changes the purchase price of a Unit, the Purchaser 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 any other Units, nor will the Common Interest of any Unit be altered as a result of a price change for such Unit.

In order to meet the possible varying demand for number and type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration and By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee, to: (i) make alterations, additions or improvements, replacements and/or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit; (ii) 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; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (iv) designate all or any portion of an Unsold Penthouse Unit or a Common Element as party of a newly created or expanded Unsold Penthouse Unit or Common Element; and (v) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change. Any such change described in subsections (ii) through (v) in this paragraph and additionally any material adverse change in the size or quality of any of the Common Elements will be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and

Floor Plans will each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Board to) so amend the Declaration and Tax Lot Drawings, to the extent required, in order to reflect any such change affecting Unsold Units. In addition, none of the foregoing changes, including any material adverse change in the size, layout or Common Interest of a Penthouse Unit will be made with respect to any Unit for which an Agreement has been mutually executed and delivered and the Purchaser thereunder is not in default, unless (a) the Purchaser thereof has consented thereto or (b) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least fifteen (15) days, to rescind his or her Agreement and receive a refund of the Deposit, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission. Notwithstanding anything contained herein to the contrary, a Purchaser's consent shall not be required for any change which is not a material adverse change in the size, dimension or floor space or layout of the Unit for which such Purchaser is under contract to purchase, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof. Additionally, notwithstanding anything contained herein to the contrary, 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 have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for his or her Unit or otherwise be relived of any obligations under the Agreement, by virtue of a non-material inaccuracy or error in the floor plans. With regard to size, note that there is a rebuttable presumption that a reduction in Unit area of 5% or less is not material.

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G. TRANSIENT RENTAL; INTERIM OCCUPANCY

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, prior to the date of closing title to a Penthouse Unit, to rent, rather than sell, such Unit to Purchasers and others subject to the provisions of the Zoning Resolution as the same relates to use and occupancy of the Units. Moreover, Sponsor may, from time to time prior to the closing of title to any Penthouse Unit, cause such Unit to be utilized for transient occupancy and rental on a daily basis.

Unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Penthouse Unit will be delivered at the closing vacant and free and clear of all rights of occupancy. No Purchaser will have the right to occupy any Penthouse Unit prior to the closing unless Sponsor agrees to permit such occupancy under an interim rental or other written rental agreement subject in all events to the terms of the Zoning Resolution as it relates to the use and occupancy of the Units. No portion of the rental paid under any such interim rental will be credited towards the Purchase Price of a Penthouse Unit unless the rental agreement therefor expressly so provides.

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

If Sponsor agrees to any such interim rental, the rental will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an interim rental to a Purchaser, such rental will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within thirty (30) days after the sending of written notice thereof) will constitute a default under the rental entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such rental. The Agreement will contain a similar provision entitling Sponsor to terminate the Agreement and retain the Deposit (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's lease, if any, within the applicable grace period (if any).

In the event of any amendment to the Plan which discloses a material adverse change to the Plan to which the Purchaser is allowed to rescind an Agreement, if a Purchaser who is an occupant under an interim rental duly elects to rescind, the interim rental made with such Purchaser will be cancelled and possession of the Unit must be surrendered within ten (10) days thereafter free of all occupants. A Purchaser will be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 10-day period. If such failure to timely vacate occurs prior to the First Closing, the Purchaser will be liable for use and occupancy in an amount equal to twice the rent under the interim rental agreement. Additionally, if such failure to timely vacate occurs after the First Closing, the Purchaser will be liable for twice the costs of carrying the Unit (such as Common Charges and real estate taxes allocable to such Unit) as calculated by Sponsor. In addition, irrespective of when such failure to timely vacate occurs, such Purchaser will be liable to Sponsor for loss of profit and

all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees and expenses.

In the event the Plan is abandoned, a Purchaser who has entered into an interim rental agreement with Sponsor will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

If a Purchaser has or is given possession of a Penthouse Unit prior to the closing of such Unit, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until such closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease and, after closing, the Condominium Board will be responsible to make those repairs required of it under the Declaration and By-Laws. If during Purchaser's occupancy prior to such closing, the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss not covered by insurance and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts or omissions of Purchaser or other occupants of the Unit or Purchaser's guests, invitees, agents or workers. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the balance of the Purchase Price and accepting delivery of the deed.

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H. PROCEDURE TO PURCHASE

1. Execution of Documents

Any party desiring to purchase a Unit will be required to execute four original counterparts of an Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each such Unit desired. The Agreement sets forth in detail the terms of sale with respect to the Units offered hereunder and should be read carefully by each prospective Purchaser. In the event of any conflict or ambiguity between the terms of the Plan and the terms of the Agreement, the same will be resolved according to the terms of the Plan.

No signed Agreement will be accepted from a prospective Purchaser for three business days following such Purchaser's receipt of a copy of the Plan, including all amendments thereto. For the convenience of some Purchasers, however, Sponsor will have the right, at its sole option, to accept an Agreement prior to the expiration of such period of three business days; and in such event, and only in such instance, such Purchaser will have the right to rescind such Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within seven (7) days of such Purchaser's submission of the Agreement, whereupon Sponsor will refund, without interest (notwithstanding any provision of the Plan regarding interest to the contrary), the Deposit received by Sponsor from such Purchaser in connection with such Agreement.

A Purchaser will deliver to Selling Agent, together with the four signed original counterparts of the completed Agreement, the following: three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other applicable W-8 form, as appropriate, in the form required by law (the forms currently required by law are reproduced as Exhibits 1A and 1B in Part II of the Plan); and a deposit as set forth below.

Agreements will not be binding on Sponsor until approved and executed on behalf of Sponsor. All Agreements must be executed by an authorized signatory of Sponsor in order to be binding and effective. Sponsor will have thirty (30) days after delivery by the Purchaser of an executed Agreement, together with the amounts and other items described above within which to accept or reject such Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by applicable Legal Requirements. Each Purchaser will and will in all events be deemed to represent and warrant that the Deposit and all sums deposited by Purchaser pursuant to the Agreement are such Purchaser's own funds and that no other party has any right thereto. If an Agreement is not accepted by Sponsor within such 30-day period, the Agreement will be deemed to have been rejected and cancelled and all sums deposited by such prospective Purchaser in connection therewith will be promptly returned, together with any accrued interest. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, gender, sexual orientation, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute an Agreement for any Unit, or an Agreement or Agreements, as the case may be, for more than one Unit to any one person or entity.

2. **Deposits/Escrow**

(a) General

At the time an agreement for the purchase of a Penthouse Unit (an "Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to 10% of the purchase price set forth therein (the "Initial Deposit"); and an additional payment equal to 10% of such purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: (x) six (6) months after the date of the Agreement; or (y) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the closing of title to the Penthouse Unit. The term "Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Deposit equal to 50% of the applicable purchase price and will not be required to make an Additional Deposit.

All such payments shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited. At Sponsor's option, Sponsor may require that all or any portion of the Deposit and/or the balance of the purchase price be made by Purchaser by wire transfer.

With respect to any check or other instrument that is dishonored or fails on collection, the Escrow Agent is authorized to deliver to Sponsor the dishonored or uncollected instrument and Sponsor will have the choice of remedies set forth in the Plan and in the Agreement with respect to an Event of Default (which includes suing on such dishonored or uncollected instrument or (at Sponsor's option) canceling the Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding the foregoing, Purchasers are advised that, in the event any check or other instrument with respect to the Initial Deposit is dishonored or fails on collection, and Purchaser cures within any afforded grace period, Purchaser shall not be afforded a grace period with respect to payment of the Additional Deposit.

All Deposits or advances made by Purchasers prior to closing of each individual transaction shall be held by Escrow Agent (as hereinafter defined) and placed in the Escrow Account (as hereinafter defined) pursuant to a written agreement entered into between Sponsor, Purchaser and Escrow Agent in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of New York General Business Law Sections 352-e(2-b), 352-h, NYCRR Title 13, Part 20, and the provisions of Lien Law Section 71-a(3), and all funds paid by Purchasers shall be handled in accordance with these statutes and regulations.

(b) The Escrow Agent

The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number (212) 715-9100, shall serve as escrow agent for Sponsor and Purchaser and shall also serve as legal counsel to Sponsor (referred to hereinafter as "Escrow Agent" or "Kramer Levin"). Escrow Agent has designated the following attorneys to serve as signatories: Jay A. Neveloff, Jonathan H. Canter, Daniel Berman and Josh Winefsky. 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 Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(c) The Escrow Account

The Escrow Agent has established the escrow account at Citibank, N.A., located at 153 East 53rd Street, New York, New York (the "Bank"), a bank authorized to do business in the State of New York. The name of the Escrow Account will be "1185 Broadway Condominium Attorney Escrow Account" or similar name (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the Filing Date). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank (as defined herein), the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of November 16, 2020, such rate was 0.05% for deposits under $100,000 and 0.08% for deposits of $100,000 or greater. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on a Purchaser's Deposit shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted

from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

(d) The Agreement

The Agreement is attached hereto as Exhibit 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in a Rider to the Agreement, which must be executed by the Escrow Agent. Purchaser and Sponsor must also each execute such Rider which when fully executed shall constitute a tri-party agreement related to the Deposit.

(e) Notification to Purchaser

Within five (5) business days after the Agreement, countersigned by Sponsor, has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Escrow Agent shall notify the Purchaser and Sponsor that such funds have been placed in the Bank by providing written notice within ten (10) days of such deposit by Escrow Agent. 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 a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

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 and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the 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, New York, New York 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.

(f) Release of Funds

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an amendment following the First Closing by the 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.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Agreement 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.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) immediately above, and 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 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 Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

Sponsor 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.

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.

(g) Waiver Void

Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of 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 Agreement, Plan, or any amendment thereto.

(h) Other

Sponsor or Escrow Agent will submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan. Before 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 applicable escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

Sponsor has agreed to indemnify and hold Escrow Agent harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses which may be claimed against or incurred by Escrow Agent by reason of its acceptance of, and/or its performance under, the escrow agreement and/or Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of Escrow Agent), including, without limitation, reasonable attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself.

Escrow Agent will maintain all records concerning the Escrow for seven (7) years after the release of funds. Upon the dissolution of Escrow Agent, the former partners or members of Escrow Agent shall make appropriate arrangements for the maintenance of such records by one of them or by the successor firm and shall notify the Department of Law of the same.

Purchasers are advised that Escrow Agent is also acting as counsel to Sponsor; and Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Deposit and continues to act as the Escrow Agent, provided that Escrow Agent shall not violate its obligations with respect to the maintenance or release of the Deposit under the Agreement while it continue to hold such Deposit. Notwithstanding the foregoing, Escrow Agent shall have a fiduciary duty to the parties in its capacity as Escrow Agent hereunder.

3. **Date of the First Closing**

In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections therefor, and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur within 12 months after October 1, 2021, the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which will be deemed to have been waived by all Purchasers.

4. **Default**

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

Sponsor, at its option, may cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser, together with all interest earned thereon, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) will constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and will be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. In such case, all rights, obligations and liabilities of Sponsor and the Purchaser to each other will cease and terminate and Purchaser will have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser will not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein will be deemed to grant Purchaser any right of rescission and/or right to the return of all or any portion of a Deposit except as expressly set forth in the Plan. In the event Sponsor elects not to cancel the Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the closing date, then Sponsor may require that: (a) the Purchaser pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total Purchase Price, computed from the original closing date until the transaction is actually closed; and (b) all apportionments between Sponsor and the Purchaser be made as of the original closing date.

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

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

5. **Risk of Loss**

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or

other casualty prior to the closing of title, but after the signing of an Agreement, unless Sponsor gives written notice to the Purchaser within 180 days from the date of such fire or casualty that Sponsor has elected not to repair or restore the Unit, then the Agreement will continue in full force and effect, and the Purchaser will not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor will 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 will, subject to the rights, if any, of the Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit within the aforementioned 180 day period, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the By-Laws (See the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan), the Agreement will be deemed terminated, Sponsor will return to the Purchaser the entire Deposit (within 30 days from the date of Sponsor's written notification of its election not to repair or restore or the Unit Owners' written determination not to make such repair or restoration pursuant to the By-Laws, whichever is applicable), together with interest earned thereon, and the parties will be released and discharged from all rights, obligations and liability under the Agreement and the Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. **No Financing Contingency**

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Penthouse Unit pursuant to an Agreement will not be contingent on the Purchaser obtaining such financing so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the closing date. Sponsor will have no liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Any Purchaser who executes an 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 an Agreement.

Purchasers should further note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser of a Penthouse Unit to experience difficulty obtaining a loan in the event Sponsor is the owner of a substantial percentage of the Penthouse Units (e.g., more than fifty percent (50%) or seventy percent (70%)) or in the event banks and other lenders impose additional restrictions on units which are being purchased for transient occupancy. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of ten percent (10%) or more. Further, in the event a Penthouse Unit Owner seeks to sell its Penthouse Unit, prospective purchasers may be unable to obtain institutional financing for such

purchase as a result of the scenario described herein, regardless of the creditworthiness of the prospective purchaser.

7. **Transfer Taxes**

Purchasers shall be responsible (as is customary in condominium offerings) to pay at the closing of title to their Penthouse Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Currently (as of the Filing Date), for the purchase of an individual nonresidential condominium such as a Penthouse Unit, the New York City Real Property Transfer Tax (the "NYC RPTT") is 1.425% of the consideration paid for a the unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a single Penthouse Unit treated as non-residential property, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a single non-residential Penthouse Unit if the consideration for such unit is $2,000,000 or more.

Purchasers are advised that the New York State Department of Taxation and Finance may determine that the New York State Additional Tax, pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," and a supplemental tax pursuant to Section 1402-b of the New York State Tax Law ("Supplemental Tax"), are due and payable with respect to the purchase of Penthouse Units. The Mansion Tax is currently (as of the date of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000 or more, and the Supplemental Tax applies at graduated rates based on the total consideration, where the total consideration is $2,000,000 or more. Mansion Tax and Supplemental Tax are by law are the primary obligation of the Purchaser. The chart below sets forth the aggregate rate of Mansion Tax and Supplemental Tax based on the consideration paid for a unit.

Consideration amount	**NYS Mansion and Supplemental Tax Aggregate 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%

In addition to transfer taxes, Purchasers shall also be obligated to pay at closing any tax on the transfer of a unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

The purchase price, together with transfer taxes and any other amounts payable by Purchasers which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

8. **Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity**

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

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will expressly and voluntarily waive such immunity and consent to any suit action or proceeding arising out of or relating to the Agreement being brought in any state or Federal court in the State of New York. Any such purchaser will designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Agreement.

9. **Closing Notices**

After the Plan has been declared effective, Sponsor will, from time to time, fix dates for closing title to all Units for which Agreements have been executed by serving notice on each Purchaser stating the date of the First Closing and setting such Purchaser's closing date. Such

notice will be served in compliance with applicable law no less than thirty (30) days before the date set for the closing of the Units. Purchasers may agree to waive said thirty (30) day notice.

10. **Title Company Reporting**

On January 13, 2016, the U.S. Financial Crimes Enforcement Network ("FinCEN") issued an order (later publicly supplemented on July 22, 2016, February 21, 2017, August 22, 2017, March 20, 2018, November 15, 2018, May 14, 2019, and November 8, 2019; as supplemented, the "Order") requiring title companies to collect and report certain information about persons involved in residential real estate transactions in Manhattan for closings occurring until the expiration of the effective period of such Order, currently October 31, 2021 (subject to extension). Pursuant to the last publicly published version of the Order, title companies are required to disclose the identities of the beneficial owner(s) or holder(s) of 25% or more of the direct or indirect equity or beneficial interests in a purchasing entity in residential real estate transactions where: (a) Purchaser is a legal entity as defined in the Order; (b) the total purchase price is in excess of $300,000; (c) Purchaser does not obtain external financing; and (d) the Deposit or Balance is made, at least in part, using currency, 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. Purchasers and their attorneys should confer with Purchaser's title insurance company immediately to determine the applicability of these new requirements to this transaction and, to the extent the same are applicable, make arrangements with the title company to provide it in advance of closing with any necessary information in order to permit the title company to insure title and comply with the title company's closing and reporting requirements under the Order. Sponsor shall have no obligation whatsoever in connection with satisfying any requirements of Purchaser's title insurer or otherwise with respect to the Order; and Purchaser will be fully liable for any additional costs or delays to closing relating thereto. As of the last publicly published Order, as used herein, "legal entity" is defined in the Order as including United States or foreign corporations, limited liability companies, partnerships or other similar business entities, other than a business whose common stock or analogous equity interest 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. Sponsor makes no representation as to whether the foregoing requirements shall apply to the sale of Penthouse Units hereunder, and Purchasers should consult with their attorneys with regard thereto.

11. **Unit Power of Attorney and Acknowledgement Statement**

Each Purchaser must execute (i) a Unit Power of Attorney at or prior to closing in the form set forth as Exhibit 2 in Part II of the Plan and (ii) an acknowledgement statement in the form set forth as Schedule D in the Form of Agreement annexed hereto as Exhibit 1. Execution of both the Unit Power of Attorney and the aforementioned acknowledgement statement are conditions to Closing.

12. **FF&E**

All Penthouse Units offered for sale under the Plan are being offered for sale furnished and decorated (and will include, with respect to each Penthouse Unit, all furniture, fixtures, equipment, carpeting, case goods, soft goods, linens and/or decorations, collectively, the "FF&E"). A description of the initial FF&E for each Penthouse Unit type as well as the initial

configurations of the FF&E in each Penthouse Unit (the "Configuration Plans") are set forth as Exhibit 5 in Part II of this Plan. The FF&E shall be of a quality suitable for luxury hotel accommodation, as the same may be determined by Sponsor in its reasonable discretion. The FF&E will be delivered to the Penthouse Unit in accordance with the Configuration Plan therefor, subject in all events to Sponsor's right to change or substitute the FF&E, provided that the FF&E is comparable in kind, quality and quantity to that set forth herein and on the Configuration Plan for such Unit.

The FF&E will be conveyed to a Purchaser at the closing of title pursuant to a Bill of Sale, the form of which can be found in Schedule C to the Form of Agreement set forth as Exhibit 1 in Part II of the Plan. Accordingly, the purchaser of a Penthouse Unit will be purchasing personal property in addition to real property, and a portion of the purchase price (as indicated on Schedule A), is allocable to the FF&E. Purchasers will be obligated to pay any sales, use or other federal, state, city or county tax or fee applicable to the sale of the FF&E (the "FF&E Tax") at the closing of title to the Penthouse Unit.

Purchasers are advised that the FF&E may not be delivered to the Unit prior to Closing, and may instead, be delivered to the Unit post-closing. No representation is made with respect to the expected timeframe post-closing within which Sponsor expects to deliver the FF&E to the Unit. Notwithstanding the foregoing, a Purchaser will be required to consummate the purchase of its Penthouse Unit even though the FF&E may not be in the Unit on the date set for closing. However, with respect to the payment of the portion of the purchase price attributable to the FF&E (as shown on the Schedule A in effect at the time such Purchaser executed its Agreement) and the FF&E Taxes (in the aggregate, the "FF&E Funds"), the Escrow Agent (as defined in the Plan) shall collect and hold the FF&E Funds until the FF&E is delivered to the Unit, at which time Escrow Agent shall release the FF&E Funds to Sponsor or as Sponsor directs. Notice from Sponsor to Escrow Agent and Purchaser that the FF&E has been delivered to the Unit shall be deemed presumptive evidence that the FF&E has been delivered to the Unit.

Notwithstanding the foregoing, in the event that the FF&E is not delivered to a Penthouse Unit within eight (8) months from the date of the closing of title to such Penthouse Unit (the "FF&E Outside Delivery Date"), unless Sponsor and the Purchaser thereof otherwise mutually agree in writing within thirty (30) days from the FF&E Outside Delivery Date, the Agreement with respect to the Unit shall be deemed modified to remove Purchaser's obligation to purchase and Sponsor's obligation to sell the FF&E to Purchaser thereunder and the FF&E Funds shall be returned to Purchaser together with any interest earned thereon and neither party shall have any further liability or responsibility to the other relating to the terms of the Agreement pertaining to the purchase and sale of FF&E. Notwithstanding the foregoing, the FF&E Outside Delivery Date shall, at Sponsor's election, be extended for any period of time that delivery of FF&E is delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, pandemic, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

If a Purchaser is entitled to a right of rescission pursuant to the terms of this Plan arising out of the offer for sale of FF&E hereunder, any such right of rescission shall be limited solely to the portions of the Agreement relating to the FF&E, and if Purchaser elects rescission with respect thereto, the remainder of the Agreement shall continue in full force and effect. In

such event, Purchaser shall be refunded that portion of the Deposit, if any, expressly made attributable to the FF&E in the Agreement, and the purchase price shall be reduced by the amount of the purchase price attributable to the FF&E for such Penthouse Unit as set forth on the Schedule A in effect at the time such Purchaser executed its Agreement.

In accordance with the Condominium Documents, unless otherwise consented to by Sponsor or the Board, each Penthouse Unit Owner shall be obligated, at their sole cost and expense, to maintain or cause to be maintained the interiors of their Units and the FF&E in a manner suitable for luxury hotel accommodations consistent with the Hotel Standard in effect from time to time. Unless otherwise agreed to in writing between a Penthouse Unit Owner and any Qualified Broker, and subject in all events to the provisions of the Condominium Documents, a Penthouse Unit Owner may maintain additional FF&E within its Unit without the consent of the Hotel Manager or any other party.

13. **No Representations**

Purchasers are advised that, upon execution of an Agreement to purchase a Penthouse Unit, each Purchaser shall be required to acknowledge that Purchaser shall not be entitled to rely upon any representation made to Purchaser by any party concerning any potential or future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential or any monetary or financial advantage relating to ownership of a Penthouse Unit. Additionally, Purchaser shall be required to acknowledge as part of the Agreement for the purchase of a Penthouse Unit that: (a) no statements, representations or documents have been made or provided by Ritz-Carlton, Sponsor, or any of their respective agents, employees or representatives with respect to the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting its Penthouse Unit or other Penthouse Units, or the economic or tax benefits to be derived from ownership of a Penthouse Unit; or any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential, including any projections regarding returns from the rental of a Penthouse Unit; and (c) the decision to purchase a Penthouse Unit was not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Penthouse Unit.

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I. ASSIGNMENT OF AGREEMENTS

An Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Closing Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Closing Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other applicable Form W-8, as appropriate, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9 or Forms W-8BEN, as applicable, must be delivered to the Selling Agent or Sponsor's Closing Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promoting or publicizing the availability of such Unit(s) for sale will remain in effect.

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

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J. EFFECTIVE DATE

The offering by Sponsor of the Penthouse Units under the Plan is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective, at Sponsor's option, when bona fide Agreements (including those executed by investors) have been executed and are in effect with respect to not less than 3 Penthouse Units, representing 15% of the Penthouse Units offered hereby. The Plan must, however, be declared effective when bona fide Agreements have been executed and are in effect with respect to at least 13 Penthouse Units representing 80% or more of such Units.

The Plan will not be declared effective based on an Agreement: (i) signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; (ii) signed by a Purchaser not afforded the three (3) business day period to review the Plan (prior to executing an Agreement) provided for in the Section of the Plan entitled "Procedure to Purchase"; or (iii) entered into with a Purchaser who is Sponsor, Selling Agent or the Hotel Manager, or who is a principal of any of the foregoing or who is related to any of the foregoing or any principal thereof by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be included if Sponsor submits proof satisfactory to the Department of Law establishing that such Purchaser is bona fide. Except as otherwise limited by this Section of the Plan, all Units will be counted toward declaring the Plan effective.

The Plan will be declared effective either by: (i) an amendment to the Plan; or (ii) mailing or delivering personally to each Offeree a written notice to such effect, in which event Sponsor will submit an amendment to the Plan to the Department of Law confirming that the Plan was declared effective on a specified date within five days after such mailing or delivery. The First Closing will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

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 Agreements are either rescinded or terminated prior to the date of the First Closing, regardless of whether the Condominium Declaration has been recorded.

The Plan may be withdrawn or abandoned by Sponsor, at its option, for any reason whatsoever at any time prior to its being declared effective. Once the Plan has been declared effective, it may not be abandoned or withdrawn, except that prior to the First Closing, the Plan may be abandoned at the option of Sponsor in the event of: (i) the existence of one or more defects in title (including violations of record or work orders of an insurance carrier) affecting any one or more Units and/or the Common Elements which cannot be cured, removed or complied with except through litigation or the expenditure of more than 0.5% of the total initial offering hereunder in the aggregate (as estimated by Sponsor); (ii) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty which cannot be cured or repaired for an amount which is less than 0.5% of the total initial offering amount (as estimated by Sponsor); or (iii) a taking of all or a material portion of the Property by condemnation or eminent domain. In

calculating the costs referred to in clauses (i) and (ii) above, any defects in title (including violations or work orders) that existed on the date the Units were initially offered for sale under the Plan, and were either known to Sponsor or were a matter of public record, and attorneys' fees, will be excluded.

In the event of a withdrawal or abandonment of the Plan, Sponsor will promptly submit an amendment to the Department of Law to such effect, together with such forms as may be required by law. Purchasers will be notified in writing of a withdrawal or abandonment of the Plan. All Deposits (including any deposits collected by Sponsor for special work), together with any interest earned thereon, will be returned to Purchasers within five (5) days following the acceptance for filing by the Department of Law of an amendment withdrawing or abandoning the Plan, except that after the Plan has been declared effective, Sponsor may retain the Deposit, together with interest earned thereon, of any Purchaser who is then in default under his or her Agreement beyond the applicable grace period or whose Agreement has been cancelled due to such Purchaser's default, provided, however, that any requisite notice has been given to the Purchaser. Upon the return or retention of the Deposit, together with interest earned thereon, the Agreement pursuant to which such Deposit was given will be null and void and Sponsor will have no further obligation or liability to the Purchaser under the Plan or such Agreement.

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K. TERMS OF SALE

1. Prerequisites to Closing of Title

The terms "closing" or "closing of title" as used in the Plan refer to Sponsor's conveyance of title to a Unit to a Purchaser by the delivery of a deed, upon payment by the Purchaser to Sponsor of the balance of the purchase price for such Unit. The closing of title to each Unit will take place only after or concurrently with the satisfaction of the following prerequisites:

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

(b) a temporary or permanent certificate of occupancy for the Unit is in effect (unless Sponsor and such Purchaser otherwise agree in writing);

(c) the Declaration, By-Laws, Tax Lot Drawings and such other documents as may be required by law have been filed or recorded, as the case may be, or have been submitted to Sponsor's title insurance company for filing or recording;

(d) at least thirty (30) days' prior written notice of the initial time and place of the closing of title has been given to the Purchaser (unless a Purchaser chooses to waive such 30-day notice);

(e) the Purchaser or Purchaser's designee has been given an opportunity to examine the Unit within the week prior to the closing; and

(f) the Unit and its appurtenant interest in the Common Elements have been released from the lien of all mortgages encumbering the Property.

2. Closing of Title; Payment of Balance of Purchase Price

At the closing of title to each Unit, Sponsor will execute and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, substantially in the form of the Unit Deed set forth as Exhibit 3 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. The Purchaser will also sign the Unit Deed.

Simultaneously with the delivery of the Unit Deed, the Purchaser will pay the balance of the purchase price and the closing apportionments and costs described in the Section of Part I of the Plan entitled "Unit Closing Costs and Adjustments" below. Payments will be by official bank or cashier's check or unendorsed certified check drawn on or issued by a bank or trust company which is a member of the New York Clearing House Association, payable to the direct order of Sponsor or to such other party or parties as Sponsor notifies the Purchaser prior to the closing. Purchasers are advised that uncertified attorney escrow checks and other non-conforming checks may not be accepted by Sponsor. Any delay in closing occasioned by the presentation of such checks will be deemed to have been caused by Purchaser and may, at the option of Sponsor, constitute a default under the Agreement and/or give rise to additional costs or expenses to be borne by Purchaser.

3. **Tax Returns, Power of Attorney and Acknowledgement Statement**

Each Purchaser will also be required to execute and deliver at the closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law; (ii) a Unit Owner Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 2; and (iii) an acknowledgement statement in the form set forth as Schedule D to the Agreement set forth as Exhibit 1 in Part II of the Plan. Failure by any Purchaser to deliver such documents at closing shall constitute an event of default under a Purchaser's Agreement, entitling Sponsor to all remedies set forth in such Agreement.

4. **Tax-Deferred Exchanges**

The form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor will reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor will not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Closing Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor will not be obligated, as part of such tax-deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser will indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity will survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

5. **Existing and Future Mortgages**

Since the existing and future mortgages covering the Property will not be satisfied at or prior to the First Closing, at or prior to the First Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; or (ii) at the closing of title to each Unit to a Purchaser, release its lien on the Unit being conveyed and its interest in the Common Elements.

L. UNIT CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following closing costs at the time of the closing of title of such Purchaser's Penthouse Unit:

1. Title Insurance: If the Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor, which premium will vary depending upon the amount of insurance purchased. A reduced rate for fee and mortgagee title insurance may be available if the Purchaser obtains a mortgage loan, and fee and mortgagee title insurance are ordered simultaneously. A Purchaser may obtain title insurance from any title insurance company selected by Purchaser. Sponsor makes no representation or warranty regarding the terms of any such insurance.

2. Recording Charges: The fees charged by the City Register's Office for recording the Unit Deed, Unit Owner Power of Attorney and mortgage (if any) in the amount of $42.00 for each document, plus $5.00 per page (including the cover page), shall be payable by Purchaser, plus the filing fee for the RP-5217 form. In addition, a Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, which shall be payable by Purchaser.

3. Transfer Taxes: The New York City Real Property Transfer Tax ("NYC RPTT") is currently, for the purchase of an individual nonresidential condominium such as a Penthouse Unit, 1.425% of the consideration paid for such unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax ("NYS RETT" and, together with NYC RPTT, collectively "transfer taxes") is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a single Penthouse Unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a single Penthouse Unit treated as non-residential property if the total consideration for such unit is $2,000,000 or more. For purposes of calculating the transfer taxes payable, the amounts of such taxes that are the primary obligation of the seller but are paid by Purchaser will be included in the consideration subject to tax. Therefore, the steps to compute the taxes payable are:

For purposes of calculating the taxes payable, the purchase price allocable to FF&E is excluded, and the taxes which are the primary obligation of the seller but are paid by Purchaser will be included in the consideration subject to tax. Therefore, the steps to compute the taxes payable are:

(i) compute the tentative NYC RPTT by multiplying the purchase price (together with any other consideration or amounts paid by Purchaser which are the obligation of Sponsor, other than transfer taxes) by the NYC RPTT rate;

(ii) compute the tentative NYS RETT by multiplying the purchase price (together with any other consideration or amounts paid by Purchaser which are the obligation of Sponsor, other than transfer taxes) by the NYS RETT rate;

(iii) compute the taxable consideration by adding (i), the tentative NYC RPTT and (ii) the tentative NYS RETT to (iii) the purchase price (together with any other consideration or amounts paid by Purchaser which are the obligations of Sponsor, other than transfer taxes);

(iv) multiply (iii), the taxable consideration, by the NYC RPTT rate to determine the actual NYC RPTT payable; and

(v) multiply (iii), the taxable consideration by the NYS RETT rate to determine the actual NYS RETT payable.

As an example, in respect of a Penthouse Unit with a purchase price of $6,083,750 (excluding any allocation to the FF&E) the transfer tax calculation is as follows: (i) $6,083,750 x 2.625% = $159,698; (ii) $6,084,000 x .65%= $39,546; (iii) $6,083,750+ $159,698 + $39,546 = $6,282,994; (iv) $6,282,994 x 2.625% = $164,929 (rounded); and (v) 6,283,000 x .65% = $40,840 (rounded).

Purchasers are advised that the New York State Department of Taxation and Finance may determine that the New York State Additional Tax, pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," and a supplemental tax pursuant to Section 1402-b of the New York State Tax Law ("Supplemental Tax"), are due and payable with respect to the purchase of Penthouse Units. The Mansion Tax is currently (as of the date of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000 or more, and the Supplemental Tax applies at graduated rates based on the total consideration, where the total consideration is $2,000,000 or more. Mansion Tax and Supplemental Tax are by law are the primary obligation of the Purchaser. The chart below sets forth the aggregate rate of Mansion Tax and Supplemental Tax based on the consideration paid for a unit.

Consideration amount	**NYS Mansion and Supplemental Tax Aggregate 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%

In addition to transfer taxes, Purchasers shall also be obligated to pay at closing any tax on the transfer of a unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

The purchase price, together with transfer taxes and any other amounts payable by Purchasers which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

4. Mortgage Tax Credit. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser obtains a mortgage loan: (a) the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit in the event that the same is available pursuant to Section 339-ee(2) of the New York State Condominium Act; or (b) Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a loan secured by a mortgage (the "Purchaser Mortgage"), Purchaser shall cause the lender making such loan to accept from Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor (the "Assigned Mortgage"). Upon such assignment, the Assigned Mortgage will be exempt from the mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser received as a result of such assignment, and the Purchaser will pay to Sponsor an amount equal to such exemption. In no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable to Purchaser by the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption or credit.

5. Mortgage and Related Costs: If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account however any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by Purchaser's lender, which closing costs may include, but are not limited to, the fees of such lender's counsel, recording charges and mortgage title insurance. Currently, the mortgage recording tax in New York City applicable to individual nonresidential condominium units is 2.05% with respect to mortgages of less than $500,000 and 2.80% with respect to mortgages in the amount of $500,000 or more. In addition, deposits for Common Charges, real estate taxes, fire and casualty insurance premiums, assessments and water charges and sewer rents may be required by the Purchaser's lender. No representation or warranty

is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage financing from any sources. As previously stated in subparagraph 4 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 and such Purchaser will cooperate with Sponsor in obtaining such credit. 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.

6. Closing Fees: All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, for each Penthouse Unit, the sum of $4,000 shall be payable to Sponsor's Counsel as a per unit base closing fee. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y) elsewhere in Manhattan, provided that an additional travel fee of $700 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $875 is paid to Sponsor's Counsel. In addition: (i) if, through no fault of Sponsor, the closing is adjourned (or is not concluded in its entirety on the day it commences), the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment (or continuation) to prepare and/or coordinate the new closing (or continuation); (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance; (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York; and (iv) $875 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax deferred exchange under §1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Penthouse 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 Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

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

8. Sales Tax: All Penthouse Units offered for sale under the Plan are being offered for sale furnished (such furnishings being, with respect to each Unit, the "FF&E"). Accordingly, each Purchaser will be purchasing personal property in addition to real property, and a portion of the purchase price for each Unit is therefore allocable to the FF&E. Purchasers will be obligated to pay any sales, use or other federal, state, city or county tax or fee applicable to the sale of the FF&E.

9. Common Charges: In addition to the contribution to the Working Capital Fund as described above, Purchaser will pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. If Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the

immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), Purchaser will pay to the Board an amount equal to the Common Charges for such Unit for a period of two years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which such Unit Owner is in default; and such Unit Owner will, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board will have the full amount of said security on hand at all times.

The following table illustrates the projected closing costs (based on current rates) for a typical Penthouse Unit purchased by a Purchaser at a Purchase Price without FF&E of $6,083,750, assuming such Purchaser finances 80% (i.e., $4,867,000) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$21,551
Fee for recording Unit Deed (8 pages) and Unit Owner's Power of Attorney (5 pages)	$150
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$142
- mortgage recording tax (at 2.80% of $4,867,000) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$136,276
- mortgage title insurance (if purchased simultaneously with fee insurance)	$4,437
- other bank charges ("assuming points" of 1% of mortgage amount, an appraisal fee of $400 and legal fees of $500 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$49,570
New York City Real Property Transfer Tax and New York State Transfer Tax	$205,769 (rounded)
Sales Tax for FF&E (portion of Purchase Price allocated to FF&E per Schedule A times 8.875%)	$45,817 (rounded)

Working Capital Payment (Two (2) months Common Charges)	$8,734
Closing Fee (assuming the closing occurs at the offices of Sponsor's Closing Counsel, and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$5,200
Total	$477,646

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage loan closing costs vary widely among different lenders and also will vary depending on the loan program chosen.

At the closing, adjustments will be made between Sponsor and the 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 any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser had been allowed to lease, occupy or rent such Unit prior to the closing. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment will be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each Unit as of the closing, then the adjustment will be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided in the By-Laws.

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M. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor's Obligations

a. Construction

Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the construction of the Building with a quality of construction comparable to the currently prevailing local standards and substantially in accordance with the Plans and Specifications for the work filed with the Department of Buildings of The City of New York and other appropriate governmental authorities.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Penthouse Units to begin in or about October, 2021. Prospective Purchasers should note, however, that the Penthouse Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Penthouse Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Penthouse Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event (x) the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if the amended budget exceeds the projected budget set forth herein by 25% or more; or (y) the First Closing does not occur within 12 months after October 1, 2021, the date set forth in the First Year Budget as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which will be deemed to have been waived by all Purchasers. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers who execute Agreements after the date of such amendment will only be entitled to rescission (as described in the immediately preceding sentence) if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after October 1, 2021 (or, as applicable, such later projected First Closing date pursuant to an amendment to this Plan), Sponsor may schedule the closings of title to other Units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified timeframe or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR

DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. No closing of title to any Unit will take place prior to the Plan being declared effective.

Sponsor reserves the right, without prior notice to Purchasers or amendment of the Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such change, if material (note there is a rebuttable presumption that a reduction in Unit area of 5% or less is not material), will be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser and such Purchaser is not in default unless the affected Purchaser consents or the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material. Notwithstanding anything contained herein to the contrary, any such changes that are not both material and adverse will not give rise to a right of rescission. However, as long as the layout and dimensions of a Penthouse Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof. Notwithstanding anything contained herein to the contrary, unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements. Additionally, Sponsor may not change the size, location of Units or Common Elements if such changes affect the Common Interests or adversely affect the value of any Unit to which title has closed unless all affected Unit Owners consent in writing thereto.

The issuance of a temporary or permanent Certificate of Occupancy for the entire Building will be deemed presumptive evidence that the construction of the Building and its appurtenances and all of the Units has been substantially completed in accordance with the Plan and the Plans and Specifications. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the construction of the Building and its appurtenances and the Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Board or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within one year from the earlier of the issuance of a temporary Certificate of Occupancy for the portion of the Building subject to such defect or the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective; or (ii) as to any Unit, on or prior to the date of closing for such Unit,

except that if any such defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such defect if notified in writing by the Unit Owner within one year from the earlier of the closing of title to such Unit or the commencement date of an interim lease for such Unit. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) then in effect from contractors, materialmen or others are assigned to the Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of a non-material nature, such as, without limitation, partial or total demise of any landscape improvements, nail pops, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, grouting cracks, scratches in formica or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, ceiling imperfections, slight separation in joints of bath and kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, cracks in any pressure treated wood or redwood used or intended for use outside the Building, or non-material defects or imperfections in FF&E (including, but not limited to, any of the aforementioned conditions). Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event will Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), in accordance with the terms and conditions set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of: (i) any non-material variations from the Plans and Specifications or the description of

any portion of the Building or a Unit set forth in the Plan; or (ii) variations from the Plans and Specifications or the description of portion of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in the Plan. Any such variation which is material will be disclosed in a duly filed amendment to the Plan.

Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing, except that Sponsor will be responsible for construction of the Units and the Common Elements substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of the City of New York and all other applicable Legal Requirements. The Purchaser of a Unit will inspect such Unit within two (2) weeks prior to the closing date and will execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit and the FF&E in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit. The Housing Merchant Implied Warranty Law (New York State General Business Law Article 36-B) does not apply to this offering.

Notwithstanding anything contained herein to the contrary, Sponsor shall be obligated to construct the Building in accordance with all applicable codes and the Plans and Specifications, and any conflict between any disclaimers made herein and Sponsor's obligations to construct the Building in accordance with all applicable codes and the filed Plans and Specifications shall be resolved in favor of the latter.

Prospective Purchasers are advised that for a period of time after the First Closing, some of the services and facilities described in the Plan (such as some of the elevators, or a full staff of building personnel) may not be available. However, after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Penthouse Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators may be incomplete and may be disrupted temporarily from time to time.

b. **Real Property Law §339-kk**

Section 339-kk of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, applies to all condominiums in the State of New York, and provides additional financial protection for a condominium association if the sponsor or other non-occupant Unit Owner of a Unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's Units.

With respect to unsold Units of a condominium owned by a sponsor or by any other non-occupant Unit owner and occupied by a tenant, RPL §339-kk provides as follows:

(a) If payment of common charges, assessments or late fees by any non-occupant Unit owner is more than 60 days late after the expiration of any grace period within which they are due, payments from a tenant of such Unit may become directly payable to the condominium upon written notice by the condominium to the tenant and the non-occupant Unit owner. Where a majority of the condominium board has been elected by Unit owners who are in occupancy of their respective Units, the condominium board may elect not to require that the rental payments be paid to the condominium. Once the common charges, assessments and late fees of the non-occupant Unit owner have been brought current, the condominium board must notify the non-occupant Unit owners and tenant within three business days and thereafter the rental payments will be payable to the non-occupant Unit owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying Penthouse Unit owner.

(c) Any rights existing under any other laws are not limited by RPL §339-kk.

(d) A non-occupant Unit owner who disputes a condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the condominium board, which must be held within thirty (30) days after receipt of notice that the Unit owner seeks to dispute the condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor will have no liability for their failure to do so.

In addition, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Owner and secured by a Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL 339-kk's effect on assignments of leases and rents given by a non-occupant Owner to mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Board after notice from the Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of Common Charges, assessments and late fees.

No representation is made about the tax effects of RPL §339-kk.

Prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

c. **Payment of Expenses**

All costs and expenses in connection with the construction of the Building and its appurtenances (including all sums properly due to contractors, subcontractors, suppliers and all others involved in such construction for work performed and fixtures, material and equipment supplied or installed) will be paid by Sponsor. Sponsor will cause all mechanic's liens arising out of the construction of the Building to be bonded or discharged promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause the Title Company or the title insurance company insuring a Purchaser's title to a Unit to affirmatively insure against collection of such liens out of, or enforcement of the same against, such Unit by posting a bond or bonds or escrowing a sum of money. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Title Company would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

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

d. **Assignment of Warranties**

Upon the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors, suppliers 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 or FF&E located in any Penthouse Unit or the Hotel Unit will be assigned to the Purchaser of such Unit. Certain warranties with respect to the Building will be held by the Board on behalf of all Unit Owners and/or by the Hotel Unit Owner as the case may be.

e. **Certificate of Occupancy**

If, as of the First Closing, only a temporary Certificate of Occupancy has been issued for the Building, Sponsor will cause DOB to continuously renew the temporary Certificate of Occupancy until a permanent Certificate of Occupancy for all of the Penthouse Units has been issued. Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), and will supply, or cause to be supplied, all such materials, and will submit or cause to be submitted all such documentation, and will pay all applicable fees required by DOB that will be necessary in order to cause the temporary Certificate of Occupancy to be continuously renewed until a permanent Certificate of Occupancy for the Building has been issued, as well as to obtain any requisite certificates or permits relative to the electrical work, plumbing, heating and air-conditioning facilities and elevators serving the Penthouse Units.

In the event that a permanent Certificate of Occupancy has not been issued for the Penthouse Units as of the First Closing, Sponsor is required to maintain all Deposits and funds paid on account of the Purchase Price in the special escrow account required by General Business

Law Section 352-e(2 b) unless Sponsor's engineer, architect, construction manager or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work remaining to be done by Sponsor in the Penthouse Units in order to obtain such permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect, construction manager or other qualified expert may be released from the special escrow account. Alternatively, Sponsor may place in escrow with Sponsor's Closing Counsel an unconditional, irrevocable letter of credit, a surety bond from an institutional lender or recognized bonding company acceptable to the Department of Law, or cash, in each case in an amount that, when added to the Deposits being maintained in the special escrow account, will equal not less than the amount so certified. Sponsor may also use as collateral to similarly secure its obligation to obtain a permanent Certificate of Occupancy, the unfunded portion of a construction loan (if any) (so long as the lender thereunder is obligated to advance or escrow funds needed to procure the permanent certificate of occupancy), subject, in all events, to Sponsor making an application to the Department of Law (which application shall include appropriate documentation establishing a lender's agreement and obligation to advance or escrow such funds) and the Department of Law determining that the same would be acceptable. Any such use of an alternative form of collateral (other than relying upon escrowed funds) will be previously disclosed in an amendment to the Plan. If Sponsor has placed cash in escrow, such funds will be held by Sponsor's Closing Counsel in escrow in a separate bank account. All interest and income on such escrowed funds will be paid to Sponsor, as and when earned and collected.

As the work progresses, Deposits held for Units conveyed to Purchasers may be released to Sponsor by Sponsor's Counsel from time to time, provided the remaining Deposits maintained in the special escrow account, together with said unfunded construction loan (if any) or other acceptable collateral, will be not less than the amount then so certified to be reasonably necessary to complete all remaining work in the Penthouse Units in order to obtain a permanent Certificate of Occupancy. Sponsor's Closing Counsel will rely entirely upon such certificate in releasing such funds or other collateral and will not make any independent inquiry or evaluation. Any remaining balance of the escrow funds and/or other collateral will be released to Sponsor upon the issuance of a permanent Certificate of Occupancy for the Building. If Sponsor has deposited a letter of credit or surety bond, it will be subject to periodic reduction in amount upon the same terms as described above for the reduction and release of a cash deposit.

Following the issuance of a permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Board a complete set of architectural drawings and a complete set of mechanical, electrical, plumbing and sprinkler "as-built" drawings for the entire Building.

f. **Architect's Inspection and Certification**

In accordance with Section 339-p of the New York Condominium Act, a registered architect or licensed professional engineer will certify within reasonable tolerances that Tax Lot Drawings are an accurate copy of portions of the plans of the Building as filed with appropriate governmental authorities. In addition, such architect or professional engineer will make periodic inspections at various stages of construction to determine that the Building is constructed in accordance with such plans. The inspection reports will be available at Sponsor's Office and the Department of Law for examination by the Board for a period of six years from the date of the Plan.

g. **Payment of Common Charges and Real Estate Taxes**

Sponsor will pay all Common Charges, real estate taxes and special assessments attributable to the Unsold Units in accordance with the provisions of the By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations with respect to Unsold Units and fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to Unsold Units or to otherwise satisfy its obligations under the Plan.

h. **Insurance**

Sponsor will initially procure on behalf of the Board, to take effect on or before the date of the First Closing, the insurance relating to the Condominium which is required to be maintained by the Board in accordance with the provisions of the By-Laws (See "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I), the cost of which insurance has been reflected in the First Year Budget set forth as Schedule B in Part I of this Plan. Such coverage shall include fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid coinsurance as more particularly described in the First Year Budget. Additionally, such required coverage(s) may be satisfied by any so-called builder's risk policy obtained by Sponsor in connection with the construction of the Building, provided the limits and terms of coverage set forth in the First Year's Budget are provided under such policy. As of the date of filing of this Plan with the Department of Law, Sponsor does not expect that the cost to the Penthouse Unit Owners to provide the required coverage through Sponsor's builder's risk policy would materially exceed the costs for such coverage projected in this Plan. To the extent any such policy obtained and paid for by Sponsor will satisfy the insurance requirements of the Board for the Condominium in respect of any period following the First Closing, the Board will reimburse Sponsor for its prorated share of the cost of such coverage.

i. **Right of Access**

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Units and exercising its other rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

j. **Dissolution**

In the event of the dissolution or liquidation of Sponsor, or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under the Plan and applicable laws or regulations (including, without limitation, Sponsor's representation that will endeavor in good faith to sell the Units offered hereunder but subject to the reservation of the unconditional right to rent or lease, rather than sell, such Units).

k. **General**

Sponsor's representations, warranties and covenants under this Section of the Plan will survive the delivery of the deeds to the respective Units only for the time periods set forth above. The obligations of Sponsor to pay Common Charges and to perform its other duties as a Unit Owner with respect to any Unsold Units will survive for as long as Sponsor owns the same.

Sponsor agrees to indemnify the Board and the Penthouse Unit Owners against, hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any default by Sponsor in performing its obligations under the Plan or any breach of any representation expressly made by Sponsor in the Plan and resulting: (a) as to any Unit, from any occurrence taking place prior to the closing of title to such Unit; or (b) as to the Common Elements, from any occurrence taking place prior to the First Closing. However, Sponsor will not be liable for, or obligated to defend, any suits, proceedings or claims arising out of any occurrence taking place from and after the respective dates set forth above, except those arising out of any negligence or violation of Article 23A of the New York State General Business Law by Sponsor or as explicitly stated in the Plan.

The obligations of Sponsor hereunder will be enforceable by the Board on behalf of all Unit Owners. Obligations of Sponsor will be enforceable by individual Unit Owners if either: (i) the Board fails to take reasonable action to enforce such obligations within 90 days following the giving of notice of such claim by any Unit Owner to the Board; or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Board will expire during the aforesaid 90-day period.

Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Sponsor's ability to perform its obligations under the Plan will depend on its financial condition from time to time. No warranty is made that Sponsor will be financially able to perform all or any of such obligations.

l. **Use of Unsold Units**

Sponsor and its designee reserve the right to use or occupy or to rent, hire or lease any Unsold Unit to any Purchaser or non-purchasers at any time, both before and after the First Closing (provided that a permanent or temporary Certificate of Occupancy covering each such Unit has been obtained). Sponsor will endeavor in good faith to sell, but nevertheless, reserves the unconditional right, to rent or lease such Unit to Purchasers and others.

As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy (subject, however, to any reservations existing at that time).

Notwithstanding the foregoing or anything contained herein, in the Declaration, By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Board use or grant permission for the use of any Unsold Unit (as hereinafter defined) for any purpose, including, but not limited to, the use of any Unsold Units as models and

sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations as to any such use.

m. **Alterations of Unsold Units**

Sponsor will have the right, pursuant (and subject) to the terms of the Declaration and the By-Laws, as the same may be amended from time to time, without the approval of the Board or any other Unit Owner or any mortgagee, to make any alterations, additions, improvements or repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, the right to combine two or more Unsold Units, or to add more Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of any Unsold Unit). An initial purchaser of an Unsold Unit will have the right, without the approval of the Board, but subject to By-Laws provisions regarding the same, to make any alterations, additions, improvements or repairs in or to such Unit, provided that such purchaser obtains all necessary approvals required by law and that Sponsor has consented to the same in writing at or prior to the closing of title to such Unit, which consent Sponsor may withhold or condition in its sole and absolute discretion. Absent Sponsor's consent thereto, Purchasers will have rights in respect of alterations as are set forth in Article 6 of the By-Laws and described generally in the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" below.

Sponsor reserves the right to sell two or more Units and to designate the purchaser of such block(s) of Units as a "sponsor" under the Plan. The party so designated as a "sponsor" will have those additional rights and obligations (including the obligation to comply with all applicable Legal Requirements) applicable to a "sponsor" as more fully described in the Plan.

n. **Miscellaneous**

Sponsor expressly reserves for its benefit the right and easement for access, ingress and egress on and over the General Common Elements to install and maintain such displays, advertising signs, billboards, flags, balloons, banners, and sales offices, as may be necessary or convenient for the proper development and disposition of the Units.

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, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roof of the Building that is not occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, license, maintain, repair, replace and operate related electronic and other communications equipment and related facilities 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, any Unit Owner or other Person; provided, however, that Sponsor (or its designee) shall give prior notice to the Board and the Hotel Unit Owner of the type and location of any such equipment before installation. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to any roof or the aforesaid mechanical equipment room

shall be the obligation solely of Sponsor and not of the Condominium or the Hotel Unit Owner and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and not of the Condominium or the Hotel Unit Owner. In connection with such easements and related rights, Sponsor and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The word "facilities" as used in this paragraph shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits. All normal maintenance and repairs of the roof and/or mechanical rooms of the Building will be made by the Hotel Unit Owner and chargeable to the Unit Owners as a Common Expense in the manner set forth in the By-Laws; except that if the holder of the aforementioned easement utilizes a portion of the mechanical room and/or the roof of the Building pursuant to such easement, then such party/ies will be responsible for the normal maintenance and repair of such area that it utilizes. Capital repairs and replacements to such areas, other than normal maintenance and repairs, will be charged to the Unit Owners as a Common Expense in the manner set forth in the By-Laws except to the extent such costs are attributable to the use of areas utilized pursuant to the above-described easements or are necessitated by the exercise of such easements, in which case the holders of such easement shall be responsible for such costs.

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building (other than the Penthouse Units which are not owned by Sponsor, and subject to any rights of the Hotel Unit Owner in the Hotel Unit as set forth in the Condominium Declaration and By-Laws), for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise). Such activities may result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Property.

o. **Construction Financing**

Sponsor has a construction loan encumbering the Property ("Sponsor's Loan"), which Sponsor obtained from Atalaya Fund VI Reit Inc., Pacific Western Bank, EB5 Capital-Jobs Fund 22, LP and ACM REM LLC (together with any co-lenders, successors and assigns of Sponsor's Loan, "Sponsor's Lender") in the aggregate maximum amount of $480,000,000.00. Sponsor's Loan has a current maturity date of January 2, 2022, which is subject to extension in accordance with the terms of Sponsor's Loan. Payments are interest only on a monthly basis based on the outstanding amount of said loan from time to time. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Release prices under Sponsor's Loan are the greater of scheduled minimum release prices or net proceeds of sale; and Sponsor's Loan does not contain any restriction on Sponsor's ability to rent Unsold Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's obligations hereunder pursuant to Sponsor's Loan, provided Sponsor's Lender performs in accordance with the terms of the Plan, and there are otherwise no material changes

thereto, such event shall not be deemed material and adverse and will not give rise to a right of rescission.

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N. CONTROL BY SPONSOR/HOTEL UNIT OWNER

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium will be vested in the Board. Until the First Annual Meeting (as hereinafter defined), the Condominium Board shall consist of three (3) persons designated by Sponsor (the "Initial Condominium Board"). Sponsor anticipates designating the following persons as the Initial Condominium Board members (all of whom are principals of Sponsor): Paul Kanavos, Dayssi Olarte De Kanavos and Adam Raboy. Sponsor will amend the Plan prior to the First Closing in the event the three (3) persons shall not constitute the Initial Condominium Board members. The "First Annual Meeting" shall be the first annual meeting of Unit Owners to be held not later than thirty (30) days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Penthouse Units representing at least 50% both in number and aggregate Common Interests of all Penthouse Units, provided that in no event shall such First Annual Meeting be delayed beyond the date that is thirty (30) days from the fifth anniversary of the First Closing; and at such meeting, the incumbent three-member Initial Condominium Board designated by Sponsor will resign and a new Board (the "Complete Condominium Board", consisting of five (5) members, will be installed as follows: (i) three (3) members to designated by the Hotel Unit Owner (the "Hotel Unit Owner Members"); and (ii) two (2) members to be elected by the Penthouse Unit Owners (the "Penthouse Unit Owner Members"). Notwithstanding the foregoing, Sponsor reserves the right at any time prior to the First Annual Meeting to replace the Initial Condominium Board with the Complete Condominium Board, in which event the Condominium Board will comprise five (5) members designated and/or elected as aforesaid, provided that both of the Penthouse Unit Owner Members shall be designated by Sponsor and/or its designee and shall be related to or affiliated with Sponsor, such designee or other Unsold Unit Owner(s). At and after the First Annual Meeting and for so long as Sponsor and/or its designee owns at least one (1) Penthouse Unit: (i) Sponsor and/or its designee shall designate one (1) Penthouse Unit Owner Member who is related to or affiliated with Sponsor or such designee; and (ii) Sponsor, such designee and all other Penthouse Unit Owners shall have the right to elect the remaining one (1) Penthouse Unit Owner Member, who shall not be related to or affiliated with Sponsor or such designee in the manner set forth in the Condominium By-Laws. Purchasers are advised that since Sponsor has the unconditional right to rent, rather than sell Units after consummation of the Plan, Sponsor or its designee may continue to retain a majority of the Units in number and Common Interest, and therefore may have the power, acting alone, to elect the remaining Penthouse Unit Owner Member otherwise to be elected by the Penthouse Unit Owners pursuant to clause (ii) of the immediately preceding sentence, provided that such Penthouse Unit Owner Member shall not be related to or affiliated with Sponsor or its designee.

Other than as expressly set forth herein, at meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Units owned by Sponsor as it sees fit. Additionally, other than as expressly set forth herein, there is no restriction on the right of Sponsor and/or its designee(s) or other Unsold Unit Owner(s) to vote for members of the Board who are not related to or affiliated with Sponsor or such designee or such Unsold Unit Owner(s).

Therefore, the Hotel Unit Owner (and for so long as Sponsor owns the Hotel Unit, Sponsor) will control the maintenance and operation of, and services to be provided by, the

Condominium; and will also be able to control the determination of the Common Charges to be paid by all Unit Owners.

Sponsor anticipates that Sponsor will initially own the Hotel Unit, and therefore, Sponsor anticipates that Sponsor will, in addition to designating the three (3) members of the Initial Condominium Board, also, until the First Annual Meeting, initially designate all five (5) members of the Complete Condominium Board, and then after the First Annual Meeting and until Sponsor no longer owns any Unsold Penthouse Units, designate four (4) of the five (5) members of the Complete Condominium Board.

As a result of the foregoing, there is no provision in the By-Laws for a majority of the Board to be Penthouse Unit Owners (whether or not such Penthouse Unit Owners are owner-occupants or non-owner occupants or related or unrelated to Sponsor) within one year after the First Closing. Penthouse Unit Owners and the Hotel Unit Owner may have inherent conflicts on how the Condominium should be managed because of their possible different reasons for owning, e.g., owning for occupancy as opposed to as an investment. In addition, there is no commitment to sell more Penthouse Units than the fifteen (15%) percent of Penthouse Units necessary to declare the Plan effective and therefore this Plan may not result in the creation of a condominium in which a majority of the Penthouse Units are owned by owner-occupants or investors unrelated to Sponsor.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses: (a) required to comply with any Legal Requirements applicable to the Building; (B) required to remedy any notice of violation entered against the Building or comply with any proper work order by an insurer of the Building, or (c) with respect to any matter affecting the health and safety of the occupants of the Property. Sponsor may, however, to the extent so provided in the Condominium By-Laws, 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 25% of the Common Interest, whichever is sooner.

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O. THE CONDOMINIUM BOARD

1. General

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium will be vested in the Board. Pursuant to the Condominium By-Laws, the Initial Condominium Board shall be comprised three (3) members designated by Sponsor and the Complete Condominium Board (installed at or prior to the First Annual Meeting (at Sponsor's discretion) shall be comprised of five (5) members, elected and/or designated as follows: (i) three (3) members to designated by the Hotel Unit Owner (the "Hotel Unit Owner Members"); and (ii) two (2) members to be elected by the Penthouse Unit Owners (the "Penthouse Unit Owner Members").

Until the First Annual Meeting (as hereinafter defined), both of the Penthouse Unit Owner Members shall be designated by Sponsor and/or its designee and shall be related to or affiliated with Sponsor, such designee or other Unsold Unit Owner(s). At and after the First Annual Meeting and for so long as Sponsor and/or its designee owns at least one (1) Penthouse Unit: (i) Sponsor and/or its designee shall designate one (1) Penthouse Unit Owner Member who is related to or affiliated with Sponsor or such designee; and (ii) Sponsor, such designee and all other Penthouse Unit Owners shall have the right to elect the remaining one (1) Penthouse Unit Owner Member, who shall not be related to or affiliated with Sponsor or such, in the manner set forth in the Condominium By-Laws. Purchasers are advised that since Sponsor has the unconditional right to rent, rather than sell Units after consummation of the Plan, Sponsor or its designee may continue to retain a majority of the Units in number and Common Interest, and therefore may have the power, acting alone, to elect the remaining Penthouse Unit Owner Member otherwise to be elected by the Penthouse Unit Owners pursuant to clause (ii) of the immediately preceding sentence, provided that such Penthouse Unit Owner Member shall not be related to or affiliated with Sponsor or its designee. After such time as Sponsor and/or its designee no longer owns any Penthouse Units, both of the Penthouse Unit Owner Members shall be elected by the Penthouse Unit Owners in the manner set forth in the Condominium By-Laws. The Hotel Unit Owner shall at all times have the right to designate all three (3) of the Hotel Unit Owner Members on the Condominium Board. The "First Annual Meeting" shall be the first annual meeting of Unit Owners to be held not later than thirty (30) days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Penthouse Units representing at least 50% both in number and aggregate Common Interests of all Penthouse Units, provided that in no event shall such First Annual Meeting be delayed beyond the date that is thirty (30) days from the fifth anniversary of the First Closing The Hotel Unit Owner shall at all times have the right to designate all three (3) of the Hotel Unit Owner Members on the Complete Condominium Board.

Other than as expressly set forth herein, at meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appertaining to the Units owned by Sponsor as it sees fit. Additionally, other than as expressly set forth herein, there is no restriction on the right of Sponsor and/or its designee(s) or other Unsold Unit Owner(s) to vote for members of the Board who are not related to or affiliated with Sponsor or such designee or such Unsold Unit Owner(s).

The term of office of each of the five members comprising the Board elected or designated at the First Annual Meeting will be fixed at such meeting as follows: (a) one of the

five members will serve for a term of approximately three years; (b) two of the five members will serve for a term of approximately two years; and (c) two of the five members will serve for a term of approximately one year. Those members of the first five-member Board who receive the highest number of votes will serve for the longest terms of office. At each annual meeting of Unit Owners subsequent to the first such meeting, the Penthouse Unit Owners will elect (and the Hotel Unit Owner will designate) Board members to replace the Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. 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 (including any member designated by Sponsor or its designee as the owner of Unsold Units) will serve until a successor has been elected and qualified. Subject to the requirements described in the Section of the Plan entitled "Control by Sponsor/Hotel Unit Owner", there will be no limit on the number of terms of office, successive or otherwise, that a Board member (including any member of the Board designated and/or elected by Sponsor or the Hotel Unit Owner) may serve.

Except for Board members elected or designated by Sponsor or its designee or by the Hotel Unit Owner, all members of the Board will be: (i) individual Unit Owners or Permitted Mortgagees 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 or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Units (or officers, directors, employees or stockholders of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members 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 mortgagee of a Unit. Other than Board members elected or designated by Sponsor or its designee or by the Hotel Unit Owner, no Board member will continue to serve after he or she ceases to be qualified as set forth above.

Prospective Purchasers are advised that Penthouse Unit Owners and the Hotel Unit Owner may have inherent conflicts on how the Condominium should be managed because of their possible different reasons for owning, e.g., owning for occupancy as opposed to as an investment.

In no event will any Penthouse Unit Owner be eligible for election to the Board, and any Penthouse Unit Owner may be removed as a Board member by a majority vote of the other Board members, if such Penthouse 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) which is a Penthouse Unit Owner elected by the Penthouse Unit Owners 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. The foregoing provisions of this paragraph shall not apply to members of the Board designated by Sponsor.

Members of the Board will serve without compensation. All officers, Board members and employees of the Building will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Condominium. The cost of the bonds has been provided for in the estimate of the Common Charges contained in the First Year's Budget.

2. **Powers and Duties of and Determinations by Board of Managers**

The Board will have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. As more fully set forth in the By-Laws, all determinations required to be made by the Board will be by majority of the votes cast at any meeting at which a quorum is present (unless otherwise provided in the By-Laws), provided that no vote by the Board shall be made without the consent of the Hotel Unit Owner.

3. **Meetings and Votes of Unit Owners**

After the First Annual Meeting as described above, annual meetings of Unit Owners will be held within approximately four weeks of the anniversary of the First Annual Meeting on a date to be set by the Board. At each such meeting, the Unit Owners will elect or designate, as the case may be, members to replace those members of the Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the By-Laws. At all meetings of Unit Owners, the presence in person or by proxy of more than 30% of the Common Interests attributable to all Units will constitute a quorum and, except as otherwise provided in the By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present will be binding on all Unit Owners.

Each Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Unit Owners, based upon the Common Interest appurtenant to each of the Unit or Units owned by such Unit Owner, and at all such meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) will be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his or her Unit or Units (provided, however, that if Sponsor or its designee has exercised its right to designate a Board member, it will not be entitled to vote for Board members in addition to those it has designated).

4. **Officers**

The principal officers of the Condominium will be the President, Vice-President and Secretary/Treasurer, all of whom will be elected by the Board. The Board may also appoint additional officers as the Board in its judgment may deem advisable.

None of the officers of the Condominium need be Unit Owners or have any interest therein or be members of the Board; except that, 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.

Upon the affirmative vote of a majority of the members of the Board, present in person or by proxy at a regular meeting of such Board, or at a special meeting of such Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor will be elected.

5. **Liability of the Board and the Unit Owners**

To the extent permitted by applicable law, Board members will have no liability to the Unit Owners, except that a Board member will be liable for his or her own bad faith or willful misconduct. The Board may contract or effect any other 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. All Unit Owners will 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 the bad faith or willful misconduct of such member.

6. **Amendments to Condominium Documents**

Generally, and subject in all events to the rights of various parties as more particularly set forth in the Condominium By-Laws: (a) any provision of the Declaration, By-Laws or the Rules and Regulations affecting only the Penthouse Units or the Penthouse Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Penthouse 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 PHU Mortgagee Representative(s), if any; (b) any provision of the Declaration, By-Laws or the Rules and Regulations affecting only the Hotel Unit or the Hotel Unit Owner (notwithstanding the fact that an amendment affecting an area of the Hotel Unit may benefit the Penthouse Unit Owners, the same shall be deemed to affect only the Hotel Unit and the Hotel Unit Owner for purposes of this provision) may be amended, modified, added to or deleted by the affirmative vote of the Hotel Unit Owner (or 51% in number and in Common Interest of all Hotel Unit Owners in the event the Hotel Unit is subdivided); provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Hotel Mortgagee Representative, if any; (c) any provision of the Declaration, By-Laws or the Rules and Regulations affecting the Common Elements, 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 same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the PHU Mortgagee Representative(s), if any, and the Hotel Mortgagee Representative, if any; and provided in each of the foregoing cases, however, that the permitted use(s) of a Unit or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Notwithstanding the foregoing and subject to the provisions contained in the By-Laws or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any Unsold Units, the Hotel Unit or the Hotel Unit Owner or Permitted Mortgagees: (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) or (c) above will be effective without the written consent (which consent will not be unreasonably withheld or delayed) of the PHU Mortgagee Representative(s), if any; and (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above will be effective without the written consent (which consent will not be unreasonably withheld or delayed) of the Hotel Mortgagee Representative, if any. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of the Declaration, the By-Laws or the Rules and Regulations 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.

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P. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD

1. Sales and Leases of Units

Each Penthouse Unit Owner may sell his or her Penthouse Unit, or lease his or her Penthouse Unit, provided, however, with respect to any lease of a Penthouse Unit, no Penthouse Unit may be occupied, leased or used other than in compliance with the occupancy and leasing restrictions set forth herein and in the Declaration and the By-Laws and the Zoning Resolution. In the case of a sale, the Penthouse Unit Owner must first give the Board (or its designee) and the Hotel Unit Owner (or its designee) notice of intention to sell such Penthouse Unit, accompanied by a fully executed copy of the contract of sale. The Board (or its designee) and the Hotel Unit Owner (or its designee) will then each have the right to purchase the Penthouse Unit at the same price and on the same terms as were offered in good faith by the prospective purchaser, as more specifically set forth in Article 8 of the By-Laws. If neither the Board (or its designee) nor the Hotel Unit Owner (or its designee) elects to purchase the Penthouse Unit within 20 days after receipt of the notice, or waives such election in writing, the Penthouse Unit Owner will have 60 days thereafter to consummate the transaction set forth in the contract of sale with the prospective purchaser, as the case may be, as more particularly set forth in Section 8.1 of the By-Laws. In the event that such sale is not consummated, or if such contract is renegotiated or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Penthouse Unit Owner, the Penthouse Unit Owner will be required again to offer the same first to the Board (or its designee) and the Hotel Unit Owner (or its designee). The Board may not exercise its option to purchase any Penthouse 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. The Board will have the right to release or waive such option without the prior approval or a vote of the Unit Owners. The right of the Hotel Unit Owner (or its designee) to exercise its option to purchase a Penthouse Unit in accordance with Section 8.1 of the By-Laws shall, in all events, take priority over the right of the Board (or its designee) to purchase said Unit.

In connection with the foregoing, the Board may not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by Legal Requirements.

If a Penthouse Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Penthouse 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, will also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Board and the Hotel Unit Owner for purchase.

Notwithstanding the foregoing, without complying with the foregoing restrictions, a Penthouse Unit Owner may sell or convey his or her Unit, and the owner of any interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity, may sell or convey such interest, to an affiliate or one or more family members, as hereinafter defined, or convey a Unit or interest in a Unit Owner, as the case may be, by gift, or devise it by will, or have it pass by intestacy. (An "affiliate" is defined for purposes hereof as a person or entity that owns

more than 50% 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 more than 50% of the legal and beneficial interest, and "family member" is defined for purposes hereof as a spouse, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.) Article 8 of the By-Laws more specifically describes the right of first refusal and those situations in which a Unit Owner may sell or convey his or her Unit to a related or controlled individual or entity.

The restrictions upon the sale of Penthouse Units will not apply to Sponsor or its designee with respect to any Unsold Units, to the Board, to any Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, the Hotel Unit, the resale of a Penthouse Unit to Sponsor or its designee or any subsequent sale of a Penthouse Unit by Sponsor or its designee.

Each conveyance of a Unit by the Owner thereof will include as part of the property to be conveyed, such Unit Owner's (i) undivided interest in the Common Elements, (ii) undivided interest in any Unit or Units acquired by the Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit) and (iii) undivided interest in any other asset of the Condominium. No part of a Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest appertains or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. In addition, the Board may establish reasonable fees for the processing of such offers for sale, which will be payable by the selling or leasing Unit Owner to the Condominium Manager.

No portion of a Penthouse Unit, other than the entire Penthouse Unit, may be rented. As more particularly set forth in the Condominium Documents, a Penthouse Unit Owner other than Sponsor may make its Penthouse Unit available for rental for transient occupancy (and advertise such availability) only through: (i) a direct rental made by such Penthouse Unit Owner; (ii) a licensed rental agent who appears on the Hotel Unit Owner's list (which list may be kept by the Hotel Manager on the Hotel Unit Owner's behalf) of qualified agents that possesses the objective minimum quality standards as reasonably set forth by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) from time to time (the "Rental Agent Standards"); or (iii) a rental agent selected by the Penthouse Unit Owner and approved by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion which otherwise satisfies the Rental Agent Standards. Any rental agent qualifying under clauses (ii) and (iii) of the immediately preceding sentence shall be referred to herein as a "Qualified Broker". The Rental Agent Standards shall initially require that the rental agent: (a) be licensed and bonded in accordance with applicable law; (b) conduct their business commensurate with the Hotel Standard (as hereinafter defined) then in effect; (c) be sufficiently familiar with the Condominium and the Condominium Documents, including the Rules and Regulations annexed thereto to inform potential renters; and (d) satisfy such additional standards established by the Hotel Unit Owner from time to time. Upon request, the Hotel Unit Owner shall make available to the Penthouse Unit Owners, the Hotel Unit Owner's list of Qualified Brokers and/or the Rental Agent Standards in effect at a given time. Notwithstanding anything contained herein to the contrary, the Hotel Unit

Owner or any entity designated by the Hotel Unit Owner shall at all times be deemed to be a Qualified Broker. Each Qualified Broker other than the Hotel Unit Owner or its designee will be required to provide evidence of insurance held by the Qualified Broker upon request by the Board (or Hotel Unit Owner or Hotel Manager, as applicable). Any Qualified Broker must obtain all licenses and permits required under applicable law to conduct leasing activities for a Penthouse Unit Owner's Unit. Any Penthouse Unit Owner directly renting its Penthouse Unit shall at all times comply with all applicable laws in connection with the rental of its Penthouse Unit and shall not utilize any third party rental agent or brokerage services or otherwise in connection the rental of its Penthouse Unit. Each Penthouse Unit Owner (or its Qualified Broker on its behalf) shall be responsible for collecting and remitting all taxes to the appropriate government authorities for all rental and leasing activity all as more particularly described in Special Risk 20 below. The provisions of this paragraph shall not apply to Sponsor with respect to its Unsold Penthouse Units, provided that Sponsor shall, at all times, comply with applicable law in connection with the rental of Unsold Penthouse Units. In no event shall any Penthouse Unit be used as part of or in furtherance of an Occupancy Plan or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, or as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, swap or exchange company or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole discretion. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership, private residence club and points club products, programs and services (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, arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquires a direct or indirect ownership interest, use or other rights 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).

Renting of Penthouse Units shall be subject to such reasonable requirements as the Condominium Board, the Hotel Unit Owner or the Hotel Manager, on its behalf, may impose, including, but not limited to the posting of a security deposit by each occupant thereof, requiring advance notice of arriving guests and check-in of such guests at the Hotel, the presentation of photographic identification and a credit card to be held on file for the duration of the stay prior to issuance of keys, payment of an administrative fee associated with the implementation of such procedures, limitations on the number of persons who may occupy a Penthouse Unit, and such other rules as are usual and customary in connection with the operation of a mixed-use condominium project at the Hotel Standard. Without intending to limit the restrictions on leasing set forth in the Condominium By-Laws, in no event shall any lease terms for the Penthouse Units exceed such terms as are permitted under the Zoning Resolution.

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2. **Use of Units**

Since the Building is located in an area zoned M1-6 under the Zoning Resolution of the City of New York (the "Zoning Resolution"), each Penthouse Unit may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium's declaration (the "Declaration") and annexed by-laws (the "By-Laws", which together with the Declaration are referred to herein as the "Condominium Documents"). A copy of the zoning regulations with respect to the Property are on file at Sponsor's office. In order to comply with the use restrictions with respect to the Penthouse Units under the Zoning Resolution and otherwise, the Condominium Documents provide that no Penthouse Unit may be occupied by the owner thereof (the "Penthouse Unit Owner"), or any other individual, in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis.

The above occupancy restrictions, based upon conversations with officials of the New York City Department of Buildings ("DOB") and practices as applied to other similar properties, are provided for informational purposes. Sponsor has not undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and Sponsor makes no representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the permitted use of the Penthouse Units. A purchaser under this plan (a "Purchaser", collectively the "Purchasers") should consult with an attorney in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

Notwithstanding the foregoing, Sponsor (and its designee) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Penthouse Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of the Penthouse Units. Additionally, notwithstanding anything contained herein to the contrary, Sponsor or its designee shall have the right, from time to time, to submit any Unsold Penthouse Unit (or any Units created from the subdivision of any other Unit) to an Occupancy Plan program, and among other things, to designate such units as a new class of Unit (e.g., fractional/timeshare ownership) and to amend the Condominium Documents and/or to create and record a fractional/timeshare ownership declaration with respect to such new classification of Units (including, among other things, by-laws and other related documents to address issues affecting only the administration and management of such Units and a plan of fraction/timeshare ownership with respect thereto); provided that, if the Unsold Penthouse Units are managed by a branded management company or otherwise subject to a Branded Name, no Unsold Penthouse Unit will be submitted to an Occupancy Plan without the prior written consent of such management company, which consent may be given or withheld in the management company's sole discretion.

The Hotel Unit (not offered hereby) may be used for any lawful purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). Neither the Board

nor any Penthouse Unit Owner will have any right to restrict or limit any of the uses of, or alterations in or to, the Hotel Unit (including the storefronts thereof) which are permitted by applicable law, except as otherwise set forth in the Condominium Documents. As of the date of initial filing of this Plan with the Department of Law (the "Initial Filing Date"), it is anticipated that the Hotel Unit will be initially owned by Sponsor and primarily operated as a hotel (the "Hotel") and will also include retail, bar/restaurant and spa facilities. As of the Initial Filing Date, it is anticipated that the Hotel will have approximately 250 guest rooms available for rental on a daily basis and hotel accessory spaces, which may include, but are not limited to, reception areas, hotel offices, hotel back-of-house areas, food and beverage areas, a fitness facility and conference and catering facilities (and uses ancillary to each of the foregoing). No representation or warranty is made with respect to the identity of the Hotel Unit Owner or the use(s) of all or any portion of the Hotel Unit. Sponsor reserves the right to sell the Hotel Unit to an affiliate or an unrelated third party either pursuant to an amendment to this Plan offering the Hotel Unit for sale or pursuant to a "no-action" letter issued by the New York State Department of Law. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. Purchasers are advised that since Sponsor anticipates that portions of the Hotel Unit will initially be used as bar/restaurant facilities and for conference and catering facilities, and given the broad spectrum of uses permitted in the Hotel Unit (including for, among other things, large gatherings), it should be noted that use of the Hotel Unit may create noise, disturbances and other inconveniences to Penthouse Unit Owners.

3. **General Provisions with Respect to Use**

No nuisance or offensive or unlawful use will be allowed in the Condominium or any portion thereof. All laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, will be complied with at the sole expense of the respective Unit Owners or the Board, whoever will have the obligation to maintain or repair such portion of the Property.

The Rules and Regulations concerning the use of the Penthouse Units may be amended from time to time by the Board, provided that copies thereof are furnished to each Penthouse Unit Owner prior to the time that they become effective. Further provisions with respect to the use of the Units are set forth in the By-Laws and the Rules and Regulations. However, no amendment of the Rules and Regulations will apply to Sponsor, the Hotel Unit or the Unsold Units, unless agreed to by all the owners of same who are affected by such amendment.

No window guards, except for the window limit stops contained in the windows installed by Sponsor shall be used in or about any Penthouse Unit, unless otherwise required by applicable Legal Requirements and as approved by the Board. Window limit stops installed at each window appurtenant to a Penthouse Unit permit the window to only be opened no more than four (4) inches. Each Penthouse Unit Owner shall notify the Condominium Manager in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Penthouse Unit. The Penthouse Unit Owner shall maintain all window guards and window limit stops installed in the Unit and shall not remove or dismantle the same, and shall at all times comply with Legal Requirements pertaining thereto.

The Condominium shall be operated as a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or

device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Penthouse Units and in all interior and exterior areas of the Hotel Unit and the Common Elements. Smoking shall only be permitted within designated smoking areas located at least 25 feet from the Building entries, outdoor air intakes and operable windows; appropriate signage will be installed and maintained at all entrances to indicate the aforementioned no-smoking policy. For avoidance of doubt, smoking of marijuana shall also be prohibited in the Building. Any violation of this policy by an occupant of a Penthouse Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Condominium Board under the Condominium By-Laws, including, without limitation, such fines and penalties as the Condominium Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Condominium Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

The Rules and Regulations annexed to the Condominium By-Laws set forth in Part II of this Plan provide that 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 Penthouse Unit without the same in each instance having been expressly permitted in writing by the Condominium Board and such consent, if given, shall be revocable by the Condominium Board in its sole discretion, at any time, with or without cause. Any pet constituting a nuisance shall be permanently removed from the Building within one (1) week after notice from the Condominium Board. In no event shall there be maintained in any Penthouse Unit more than two (2) pets without the consent of the Condominium Board, which may be granted or denied in the sole discretion of the Condominium Board, nor shall any bird, reptile, or animal be permitted in any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Notwithstanding anything contained herein to the contrary, Sponsor shall have the right to grant, at any time, on behalf of the Condominium Board, to any Penthouse Unit Owner, an irrevocable consent, in order to allow such Unit Owner to keep one (1) or more pet(s) of any kind in its Unit.

4. **Mortgage of Units by Unit Owners**

Each Unit Owner may mortgage his or her Unit, in accordance with the provisions of Article 7 of the By-Laws, which requires that the Board be notified in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that the Unit Owner first satisfy all unpaid liens against the Unit, other than Permitted Mortgages. The Hotel Unit Owner will have the right to mortgage or otherwise encumber the Hotel Unit without any restriction or limitation.

5. **Common Charges: Determination and Assessment**

At least once per year, the Board will prepare or cause to be prepared a budget setting forth its projections of the operating Common Expenses, which budget shall include any Hotel Shared Component Costs which are reimbursable to the Hotel Unit Owner under the Condominium By-Laws for the next fiscal year and will allocate and assess the Common Expenses among: (a) the Penthouse Units, and (b) the Hotel Unit. The Common Charges payable by each

Penthouse Unit Owner will be in proportion to the Penthouse Unit's percentage Common Interest compared to the total of all Penthouse Units. The Hotel Unit Owner will be assessed Common Charges to meet the share of only those Common Expenses allocated to the Hotel Unit. As discussed in the Notes to Schedule B and in Article 6 of the By-Laws, the Hotel Unit Owner's shares of Common Expenses will be limited to a share of only certain components of the Common Expenses.

The respective Common Interests of the Units have been allocated among the Units based primarily upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit in accordance with Section 339-i(1)(iv) of the New York State Real Property Law. The aggregate Common Interests of all of the Units equals 100%.

The Board will furnish copies of the budgets to all Unit Owners and advise each Unit Owner of the amount of Common Charges payable. Unless otherwise determined by the Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month.

6. **Collection and Lien for Non-Payment of Common Charges**

Unit Owners may not exempt themselves from liability for Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Unit Owner, however, will be liable for the payment for 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 Section 6.2 of the By-Laws, a Unit Owner, by conveying his or her Unit (without consideration) to the Board and provided that such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided no amounts are owing under any such lien) and that no violation of the Declaration, the By-Laws or the Rules and Regulations then exists with respect to such Unit, may be exempt from Common Charges thereafter accruing.

On a resale of any Unit, the purchaser will be liable for the payment of any unpaid Common Charges against such Unit; except that, to the extent then permitted by applicable Legal Requirements, a Permitted Mortgagee acquiring a Penthouse Unit at a foreclosure sale will not be liable for a lien for the payment of Common Charges assessed against such Penthouse Unit for the period following the recording of the Permitted Mortgagee and prior to such Penthouse Unit's acquisition by the Permitted Mortgagee. However, such Permitted Mortgagee or purchaser at a foreclosure sale will be liable for payment of all Common Charges after the acquisition of title to such Unit. In the event of a foreclosure by the Board of its lien on any Unit for unpaid Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the original Unit Owner can be sued for the unpaid balance. The Board will also have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the provisions of the By-Laws, the Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens,

however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, 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 will 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 will occur sooner. Such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Penthouse Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Board may assess Unit Owners a late charge of $.04 for each dollar of Common Charges which remains unpaid for more than ten (10) days after the date when due, and interest at the rate of 1.5% per month on such unpaid amounts (plus any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within thirty (30) days after the date when due.

7. **Borrowing by Board**

The Board may, at any time, borrow money 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 Common Elements; provided, however, that: (A) except as otherwise provided in the By-Laws, the consent of at least 60% in common interest of all Unit Owners served or benefited by such Common Elements will be required for any borrowings for such purposes, if such borrowings are in excess of $3,000,000 (subject to increase by the CPI Increase Factor) in total any one fiscal year; (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 law) without the prior written consent of the owner of such Unit, and (C) no Unit Owner other than the Unit Owners served or benefited by such Common Elements will be liable for the repayment of any such borrowing with respect to the Common Elements, and the loan documentation in either case will so provide. Any such debt may be secured by future income and Common Charges in which event the Common Charges will be deemed trust funds for the purpose of paying such debt. The Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

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 secured by a lien on any 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 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 applicable Unit Owners (depending on whether the borrowing was made on behalf of all Unit Owners or only certain Unit Owners), in the Common Elements will 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 will specifically so provide. The dollar amounts set forth above, and all other dollar amounts referenced elsewhere in the By-Laws, will be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor (as described in the By-Laws).

8. **Repairs to and Maintenance of Units and Common Elements**

Except as otherwise provided in the Declaration or the By-Laws: (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 (which, in the case of the Hotel Unit shall include any spaces designated as "Hotel Unit Exterior" on the Tax Lot Drawings) (excluding Common Elements or Hotel Shared Components (except with respect to the Hotel Unit) included therein except as otherwise provided in the Condominium By-Laws) and the interior side of entrance doors thereto, shall 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 or in the Hotel Unit, the Unit Owner thereof will utilize only such contractors, workers or suppliers as are approved by the Condominium Manager or Board; (ii) in or to any Common Elements (unless caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost), shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners; (b) except as otherwise expressly provided for herein, including, without limitation, with regard to the Hotel Shared Components, 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 Common Elements included in or appurtenant to any such Unit); and (c) each Unit and all portions of the Common Elements, including, but not limited to, all fixtures, furnishings and equipment contained therein, 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, and in all events, every aspect of the Building shall be maintained and repaired by the party responsible therefor in compliance with the Hotel Standard. 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.

As more particularly described in Section 6.6.1 of the Condominium By-Laws, Penthouse Unit Owners shall be responsible for all maintenance, repairs and replacements in their respective Units in accordance with the Hotel Standard. Additionally, unless otherwise consented to by Sponsor or the Board, each Penthouse Unit Owner shall, at its sole cost and expense: (a) decorate and furnish or cause to be decorated and furnished its Unit in a manner suitable for luxury hotel accommodation and at all times consistent with the Hotel Standard then in effect (the initial purchase of FF&E by a Purchaser hereunder shall be deemed to satisfy this obligation), and (b) maintain or cause to be maintained the interiors of its Unit and any fixtures, furnishings and equipment therein in a manner suitable for luxury hotel accommodations and at all times consistent with the Hotel Standard then in effect. In furtherance of enforcing each Penthouse Unit Owner's obligation to decorate, furnish and maintain its Penthouse Unit (including, but not limited to, the fixtures, furnishing and equipment contained therein) in accordance with the provisions of Section

6.6.1 of the Condominium By-Laws, each of the Board (or the Condominium Manager on the Board's behalf) and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right and an easement to enter the Unit from time to time (upon at least 24 hours' notice) in order inspect the Unit and ensure compliance with the provisions thereof, and in the event the Board (or the Condominium Manager on its behalf) or the Hotel Unit Owner (or the Hotel Manager on its behalf) determines that a Unit Owner has failed to keep his or her Unit or any aspect thereof (including, but not limited to the fixtures, furnishings and equipment contained therein) in the required condition (a "PHU Maintenance Deficiency"), the Board (or the Condominium Manager on the Board's behalf) shall have the right to (and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to require the Board to) at the expense of the defaulting Penthouse Unit Owner to enter the Penthouse Unit and perform such acts as are necessary to cure such default. Additionally, in the event of a PHU Maintenance Deficiency by a Penthouse Unit Owner, the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to suspend the defaulting Penthouse Unit Owner's use of the Hotel Shared Component amenity areas until the PHU Maintenance Deficiency is corrected.

Each Unit Owner will promptly comply with all Legal Requirements applicable to the Unit. No Unit Owner will use or permit the use of Hazardous Materials (as defined in the By-Laws) on, about, under, or in his or her Unit or the Property. Each Unit Owner agrees to indemnify and hold harmless the Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in his or her Unit or the Property.

The washing and cleaning of interior glass surfaces of windows in each Penthouse Unit will be the responsibility of the Penthouse Unit Owner thereof. The Hotel Unit Owner will cause all Building window exteriors to be cleaned a minimum of two (2) times per calendar year, and an allocated portion of the cost thereof will be charged to all Penthouse Unit Owners as a Common Expense reimbursable to the Hotel Unit Owner as a Hotel Shared Component Cost. Penthouse 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.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, or any replacement of glass windows in any Unit because of breakage or otherwise, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Board (or in the case of windows, by the Hotel Unit Owner), and any portion of the cost thereof which is not covered by the insurance maintained by the Board (or the Hotel Unit Owner, as the case may be) will be paid by such Unit Owner.

The By-Laws provide that all portions of the Building shall be maintained by the party responsible therefor in a clean and sanitary condition and in good working order, and in all events, in a condition consistent with the Hotel Standard (as hereinafter defined). The "Hotel Standard" means any standard for operation, management and maintenance applicable to the

Building which is required to be maintained by the Hotel Unit Owner and/or the Condominium under the terms of the Hotel Management Agreement entered into between the Hotel Manager and the Hotel Unit Owner from time to time, which may include standards of quality, service, character, appearance and image, required by the Hotel Manager from time to time. Pursuant to the Hotel Management Agreement in place as of the date of the initial filing of this Plan with the Department of Law, the Hotel Standard is the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations. No representation or warranty is made with respect to the existence or identity of the Hotel Manager from time to time. Purchasers are advised that any different or future agreement with a Hotel Manager may require that the Hotel and/or the Condominium be operated, managed and maintained at a minimum according to a Hotel Standard which may be different than the existing Hotel Standard, and the Hotel Unit Owner shall have the right to require the Condominium to abide by such standards.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all legal requirements.

Notwithstanding the foregoing, since the Hotel Unit will include the entire Property except for the Penthouse Units, the Hotel Unit Owner shall be responsible for maintaining certain areas of the Property which are shared between the Hotel Unit and the Penthouse Units, identified in the Declaration as the Hotel Shared Components, which Hotel Shared Components shall be maintained in accordance with the Hotel Standard. Although the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) will control maintenance and repairs to the Hotel Unit, including the Hotel Shared Components, an allocated portion of the cost to maintain and repair the Hotel Shared Components shall be reimbursed to the Hotel Unit Owner by the Condominium (such costs being payable by the Penthouse Unit Owners as part of the Common Expenses or as a special assessment) as more particularly set forth in the Condominium By-Laws.

9. **Alterations and Improvements of Units**

No Penthouse Unit Owner may make any alteration, addition, improvement or repair in or to such Unit Owner's Unit except to the extent permitted under the Condominium By-Laws. Except as otherwise permitted in the Declaration and 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 Hotel Unit Owner may make alterations, additions, improvements and repairs in or to the Hotel Unit without obtaining the approval of the Board provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements.

To the extent any alteration, addition, improvement or repair is permitted, or required to be made to a Unit, in accordance with the By-Laws, the Board, at its option, may require a Penthouse 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. Any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-Laws to (i) obtain such insurance as the Board or the Condominium Manager may require; (ii) indemnify the Board, all other Unit Owners and the Hotel Manager and the Condominium Manager against any liability arising from the work; (iii) reimburse the Board for its architectural, engineering and legal fees incurred in connection with such work; (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are reasonably acceptable to the Board and the Hotel Manager and Condominium Manager; and (v) perform such work in a manner which will not interfere with, or cause any labor disturbances or stoppages (which may result from, among other things, the use of non-union labor) in, the work of Sponsor, the Board, the Hotel Unit Owner, or other contractors or subcontractors employed by such parties or otherwise in the Building. In addition, no work or change by or on behalf of a Penthouse 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.

The foregoing restrictions affecting Penthouse Units will not apply to Sponsor or its designee in respect of the Unsold Units or to the Hotel Unit. There are no restrictions on the ability of Sponsor or its designee to alter or improve any Unsold Unit (including, without limitation, dividing, subdividing and combining one or more Unsold Units or portions of same). Additionally, to the extent permitted by applicable Legal Requirements, and subject to certain restrictions set forth in the Declaration and By-Laws, the Hotel Unit Owner will have the right with regard to its Unit, without the consent of the Board, the Condominium Manager, other Unit Owners, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements) and to combine or subdivide its Unit into one or more new constituted Units.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

10. **Alterations and Improvements of Common Elements or Hotel Shared Components**

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Board. Except as otherwise provided in the By-Laws, the costs of alterations, additions or improvements to the Common Elements will be charged to all Unit Owners as a Common Expense. 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 representatives of institutional mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgagee Representatives"), 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.

Notwithstanding the foregoing, since the Hotel Unit will include the entire Property except for the Penthouse Units, the Hotel Unit Owner shall control alterations, additions and improvements in or to certain areas of the Property which are shared between the Hotel Unit and the Penthouse Units, identified in the Declaration as the Hotel Shared Components, which Hotel Shared Components shall be maintained in accordance with the Hotel Standard. Although the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) will control alterations, additions and improvements to the Hotel Unit, including the Hotel Shared Components, an allocated portion of the cost to alter and improve the Hotel Shared Components shall be reimbursed to the Hotel Unit Owner by the Condominium (such costs being payable by the Penthouse Unit Owners out of the Condominium's working capital or as part of the Common Expenses or a special assessment) as more particularly set forth in the Condominium By-Laws.

11. **Rights of Access**

As more fully set forth in the Declaration and By-Laws, the Board and any managing agent, manager and other persons authorized by the Board will have a right of access to any Unit for the purposes, among others, of: (a) making inspections of, or removing violations of governmental laws or regulations against, any part of the Property; (b) curing defaults under the By-Laws, Declaration or Rules and Regulations by the owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical plumbing or electrical systems, or other portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

In the event that the Board or any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by the Board or Unit Owner, or in the event of any breach of the Declaration, By-Laws or Rules and Regulations, Article 6 of the By-Laws provides for certain specified rights to perform such maintenance or repairs or cure such breach.

12. Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration, By-Laws and Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure so to comply will be grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the initial form of Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

13. Liability of the Board of Managers and Unit Owners

Every contract made by the Board, any officer of the Condominium, or the Condominium Manager will state that (a) it is being executed by such party only as agent for all Unit Owners (or, if for only the Penthouse Unit Owners, as agent for the Penthouse Unit Owners), and such Board members, officer or the Condominium Manager will 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 will be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners (or to all Penthouse Unit Owners, in the case of a contract made solely for the benefit of the Penthouse Unit Owners) and (ii) to the extent permitted by applicable Legal Requirements, or as otherwise determined by the Board in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest.

To the extent permitted by law, Board members will have no liability to Unit Owners, except that a Board member will be liable for his or her own bad faith or willful misconduct. The Board may contract or effect any other 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. All Unit Owners will 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 the bad faith or willful misconduct of such member.

14. Amendments to Condominium Documents

Generally, and subject in all events to the rights of various parties as more particularly set forth in the Condominium By-Laws: (a) any provision of the Declaration, By-Laws or the Rules and Regulations affecting only the Penthouse Units or the Penthouse Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Penthouse 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 PHU Mortgagee Representative(s), if any; (b) any provision of the Declaration, By-Laws or the Rules and Regulations affecting only the Hotel Unit (notwithstanding the fact that the affected areas of the Hotel Unit may benefit the Penthouse Unit Owners, the same shall be deemed to affect only the Hotel Unit and the Hotel Unit Owner for purposes of this provision) or the Hotel Unit Owner may be amended, modified, added to or deleted by the affirmative vote of the Hotel Unit Owner (or 51% in number and in Common Interest of all Hotel Unit Owners in the event the Hotel Unit is subdivided); provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or

delayed) of the Hotel Mortgagee Representative, if any; (c) any provision of the Declaration, By-Laws or the Rules and Regulations affecting the Common Elements, 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 same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the PHU Mortgagee Representative(s), if any, and the Hotel Mortgagee Representative, if any; and provided in each of the foregoing cases, however, that the permitted use(s) of a Unit or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Notwithstanding the foregoing and subject to the provisions contained in the By-Laws or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any Unsold Units, the Hotel Unit or the Hotel Unit Owner or Permitted Mortgagees: (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) or (c) above will be effective without the written consent (which consent will not be unreasonably withheld or delayed) of the PHU Mortgagee Representative(s), if any; and (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above will be effective without the written consent (which consent will not be unreasonably withheld or delayed) of the Hotel Mortgagee Representative, if any. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of the Declaration, the By-Laws or the Rules and Regulations 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.

15. **Termination of Condominium**

The Condominium will continue and the Property will not be subject to an action for partition (unless the Condominium will be terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time, if any, as the Property will be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least 80% in both number and aggregate Common Interests of all Unit Owners as set forth in the Declaration and the By-Laws.

Sponsor will not vote its interests appurtenant to Unsold Penthouse Units in favor of such withdrawal unless at least 80% in number and aggregate Common Interests of all other Penthouse Unit Owners elect to withdraw, at which time Sponsor may choose to vote its Common Interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

Purchasers are advised that: (a) since the percentage of common interests applicable to the Penthouse Units, in the aggregate, are significantly less than the percentage of common interests of the Hotel Unit, which Sponsor intends to initially own, and (b) Sponsor has reserved for itself the unconditional right to rent, rather than sell, the Penthouse Units after consummation of the Plan (and, therefore, Sponsor may continue to own up to 85% of the Penthouse Units after the First Closing), Sponsor may, at a given time, own enough Units in number and aggregate Common Interests to unilaterally determine whether to terminate the Condominium.

In the event of withdrawal of the Property from condominium ownership, and only to the extent the waiver of the right of partition will be inapplicable or unenforceable, the Property will be subject to an action for partition by any Unit Owner or any lienor as if the Property were owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Hotel Unit and Penthouse Unit) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Hotel Unit Owner, one of whom shall be selected by the Penthouse Unit Owners, and the third chosen by the other two appraisers selected); 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.

16. **Units Acquired by the Board**

All Units acquired or leased by the Board or its designee will be held by the Board, or its designee, on behalf of all Unit Owners. The rent or purchase price, closing costs and adjustments payable in connection therewith will be assessed against all Unit Owners. No Units held by the Board will carry any voting rights.

The purchase of any Unit by the Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board by or on behalf of Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Unit in proportion to its respective Common Interest, as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit and thereafter refinance the same; 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 or refinanced, as the case may be, together with its appurtenant interest in the Common Elements.

17. **Procedure to Review Real Estate Tax Assessments**

The Board, on behalf of and as agent for all Penthouse Unit Owners, and on behalf of the Hotel Unit Owner to the extent requested and authorized to do so in writing by the Hotel Unit Owner, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units owned by such Unit Owners. All such Unit Owners will share, and indemnify the Board as to, the costs in connection with such proceedings and the benefits derived therefrom.

In the event any Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

The Hotel Unit Owner will pursue any such proceedings separately and not as part of the proceedings described in this paragraph in respect of the Penthouse Units.

18. **Mechanics' Liens**

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

19. **Easements**

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements, including easements in favor of Sponsor, other Unit Owners and the Board. These easements, which are more particularly set forth in Articles 14 and 15 of the Declaration, include an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and areas of the Hotel Unit accessible only through the Penthouse Units and, generally, an easement of support and of necessity in favor of all Units and the Common Elements. The Hotel Unit Owner will have an easement with respect to be portions of the Common Elements of the Building and the Penthouse Units to be designated by the Board. These easements will be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Hotel Unit or with the use of any of the Penthouse Units for their permitted purposes.

Pursuant to the Condominium Documents, each Penthouse Unit Owner shall be granted a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or serve the Penthouse Unit Owners (the "Hotel Shared Easement Areas"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, the Penthouse Unit Owners will be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel. The Hotel Shared Easement Areas are part of the Hotel Shared Components. Pursuant to the Condominium Documents, the Hotel Unit Owner shall have the right

to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements. Purchasers are advised that, the Hotel Unit Owner's right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner may result in withdrawal of any amenities which may be available for use by any Penthouse Unit Owners at a given time, which amenities, are anticipated to initially include the fitness center, changing/locker rooms, sauna/steam rooms and the bicycle room.

In addition, Sponsor (or its designee or other owner of Unsold Units) and the Hotel Unit Owner will have such rights as are described in the Declaration, to erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Unit or Hotel Unit or the operation of any business of Sponsor, a tenant, occupant managing agent or operator of the Hotel 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. Sponsor and the owner of any Unsold Units will have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like permitted by applicable Legal Requirements on the Property (including, without limitation, on its roof and exterior walls).

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, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roof of the Building that is not occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, license, maintain, repair, replace and operate related electronic and other communications equipment and related facilities 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, any Unit Owner or other Person; provided, however, that Sponsor (or its designee) shall give prior notice to the Board and the Hotel Unit Owner of the type and location of any such equipment before installation. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to any roof or the aforesaid mechanical equipment room shall be the obligation solely of Sponsor and not of the Condominium or the Hotel Unit Owner and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and not of the Condominium or the Hotel Unit Owner. In connection with such easements and related rights, Sponsor and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject

to such easement. The Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The word "facilities" as used in this paragraph shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits. All normal maintenance and repairs of the roof and/or mechanical rooms of the Building will be made by the Hotel Unit Owner and chargeable to the Unit Owners as a Common Expense in the manner set forth in the By-Laws; except that if the holder of the aforementioned easement utilizes a portion of the mechanical room and/or the roof of the Building pursuant to such easement, then such party/ies will be responsible for the normal maintenance and repair of such area that it utilizes. Capital repairs and replacements to such areas, other than normal maintenance and repairs, will be charged to the Unit Owners as a Common Expense in the manner set forth in the By-Laws except to the extent such costs are attributable to the use of areas utilized pursuant to the above-described easements or are necessitated by the exercise of such easements, in which case the holders of such easement shall be responsible for such costs.

20. **Signage**

There will be signs, notices, advertisements and illuminations (collectively "Signage") on various exterior portions of the Building, on or at windows and in interior public spaces of the Building, which may be affixed by Sponsor, the Board and/or the Hotel Unit Owner (or its tenants) and/or the Hotel Manager, as its delegee, all as and to the extent provided in the Declaration and/or By-Laws. Sponsor makes no representation and will have no liability whatsoever with respect thereto.

21. **Use of Certain Names**

Sponsor has entered into a "Residential Condominium License Agreement" (the "License Agreement") with Marriott International, Inc., an affiliate of Ritz-Carlton, for a limited, non-exclusive license to utilize certain licensed marks, the name and mark "Ritz-Carlton" in any form, the Lion & Crown logo and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "Ritz-Carlton Marks") exclusively in connection with the offering and sale of the Penthouse Units hereunder.

The License Agreement provides that, for so long as the Condominium Management Agreement with Ritz-Carlton is in effect, the Condominium shall have the right to be known as "The Ritz-Carlton Residences, New York, Nomad" or by any other name as may be approved by the Condominium Manager and the Hotel Unit Owner (the "Branded Name"), provided that use of the Branded Name and the Ritz-Carlton Marks will be limited to (i) use of the Branded Name on signage on or about the Condominium by the Condominium Manager, and (ii) textual use of the Branded Name by the Condominium, the Condominium Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. Under the License Agreement, all uses of the Ritz-Carlton Marks, in relation to the Condominium, the Building and the Penthouse Units, including the Branded Name, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement. Purchasers are advised that the market value of their Units may be decreased to the extent any portion of such value is attributable to the Unit's association with the Ritz-Carlton Marks and the Branded Name. Any other use of the Branded Name or the Ritz-Carlton Marks in

relation to the Condominium, the Building or the Penthouse Units is strictly prohibited. Neither the Penthouse Unit Owners, the Condominium Board nor the Condominium have any right, title or interest in or to the Branded Name or the Ritz-Carlton Marks, except as may be expressly set forth in the Condominium Management Agreement.

Purchasers are advised that (a) the Penthouse Units are being sold by Sponsor and not by Ritz-Carlton or any Ritz-Carlton Affiliate (as defined below); and (b) neither Ritz-Carlton nor any Ritz-Carlton Affiliate are a part of or an agent for Sponsor and have not acted as broker, finder or agent in connection with the sale of the Penthouse Units. The Agreement to purchase a Penthouse Unit set forth as Exhibit 1 in Part II of this Plan provides that Purchasers, by executing such Agreement, (i) agree that Purchaser has no right to use of or any interest in any of the Branded Name or the Ritz-Carlton Marks and will waive and release Ritz-Carlton and any Ritz-Carlton Affiliate from and against any liability with respect to any representations or defects or any other claim whatsoever relating to the marketing of the Penthouse Units to Purchaser; and (ii) acknowledge that if the Hotel Management Agreement terminates, the Condominium Manager may terminate the Condominium Management Agreement. Purchasers are advised that if the Condominium Management Agreement is terminated with the Condominium Manager for any reason, including pursuant to the aforementioned clause (ii), all use of the Branded Name and the Ritz-Carlton Marks will cease at or in relation to the Condominium, the Building and the Penthouse Units, all indicia of connection of the Condominium with the Ritz-Carlton, including all signs or other materials bearing any of the Branded Name or the Ritz-Carlton Marks, will be removed from the Condominium and the Building and all services to be provided by Ritz-Carlton to the Condominium will cease. The term "Ritz-Carlton Affiliate" as used herein means any person that (i) directly or indirectly controls another Person; (ii) directly or indirectly is controlled by another Person (as hereinafter defined); or (iii) is under common control with another Person (the terms "control", "controlling", "controlled by" and "under common control with" mean the direct or indirect power to (x) vote more than 50% of the voting interests of a Person; or (y) direct or cause the direction of the management and policies of a Person, whether through ownership of voting interests, by contract or otherwise). The term "Person" as used herein means an individual (and their heirs, executors administrators or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government or any department or agency thereof, a trustee, a trust, an unincorporated organization or any other legal entity of whatever kind or nature.

In accordance with the License Agreement, Ritz-Carlton reserves the right (whether through itself or an affiliate) to license and/or operate any other residential project using the Ritz-Carlton Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

The License Agreement requires that, at the closing of title to each Penthouse Unit, the Purchaser execute an acknowledgement statement in the form annexed to the Agreement (set forth as Exhibit 1 in Part II of this Plan) as Schedule D and that the same shall be a condition to Sponsor closing title to the Unit with Purchaser.

The Hotel Unit Owner may, in the future, otherwise obtain rights to use certain other trademarks, trade names, copyrights and/or other intellectual property ("Hotel Intellectual Property"), either by entering into agreements with other hotel brands or chains (in each case, a "Hotel Flag") in connection with the operation and management of the Hotel Unit in association with a particular hotel brand or chain or otherwise. Except as expressly provided herein, in no

event will any Penthouse Unit Owner without the express consent of the Hotel Unit Owner, use any of the Hotel Intellectual Property in connection with any advertisement, promotion, rental or sale of any such Unit (or portion thereof or interest therein) or any business being operated therein of therefrom or in any other commercial manner, provided that so long as there is no written agreement between the Hotel Unit Owner and the Hotel Flag or the Condominium and the Hotel Flag to the contrary, the Penthouse Unit Owner may use any branded name of the Hotel (which may include Hotel Intellectual Property) solely in a textual manner to identify the address of the Condominium or the Penthouse Units. Without limiting any other right or remedy available at law or in equity, the foregoing may be enforced by the Condominium or the Hotel Unit Owner by an action for specific performance and/or injunctive relief. Under no circumstances will the Hotel Intellectual Property be deemed part of the Property or an appurtenance of any Unit or any person subject to the foregoing. The Hotel Intellectual Property will at all times remain the sole and exclusive property of the Hotel Unit Owner.

22. **Hotel Policies**

In addition to the Rules and Regulations adopted from time to time by the Condominium Board as more particularly described in the Condominium By-Laws set forth as Exhibit 7 in Part II of this Plan, the Condominium Board may adopt from time to time, or in the event the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services or Additional Services to the Penthouse Unit Owners, the Hotel Unit Owner (or the Hotel Manager on its behalf) may adopt from time to time, policies (the "Hotel Policies") applicable to the Penthouse Unit Owners with respect to Basic Hotel Services and Additional Services and/or the use and occupancy of their Penthouse Units by either the Penthouse Unit Owner or its guests or transient tenants, including, but not limited to:

(a) Penthouse Unit Owners and their guests or transient occupants of the Penthouse Unit Owner's Unit may be required to check in at the Hotel front desk upon arrival and to present photo identification and a credit card to be held on file for the duration of their stay. If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may impose an administrative fee applicable each time a guest or a transient tenant occupies a Penthouse Unit in order to cover administrative expenses, such as reservations, arrivals, departures, credit card transactions and accounting related expenses associated with each stay.

(b) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Penthouse Unit Owners may be required to provide to the Hotel Manager advanced, written notice (within a timeframe dictated by the Hotel Manager from time to time) that a Penthouse Unit Owner or its guests or a transient occupant of a Penthouse Unit intends to occupy the Penthouse Unit, including the full name, address and telephone number of the proposed occupant, the intended length of such stay, the rental rate, credit card information and the like as the Hotel Manager may request.

(c) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may adopt from time to time policies regarding access, including, without limitation, establishing a mandatory card key system. Any access key may be changed periodically by the Hotel Unit Owner or Hotel Manager, in its sole

discretion, to maintain access control and prevent unauthorized use of the Penthouse Unit. The Hotel Unit Owner may require that all keys be maintained by the Hotel Manager and may prohibit each Penthouse Unit Owner from altering, modifying or removing any electronic locking devices or other types of locking devices.

(d) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or Hotel Manager may require that any Penthouse Unit Owner keep on file with Hotel Manager a current credit card, with such minimum level of available credit as Hotel Manager may require from time to time, to be used for charges incurred by the Penthouse Unit Owner in connection with its occupancy and ownership of its Penthouse Unit.

(e) Outside vendors servicing Penthouse Units may be required to provide, among other things, the following to Hotel Manager at or prior to arrival on the Property: (i) certificates of insurance compliant with the requirements of the Hotel Manager from time to time; (ii) a copy of any occupational license held by such vendor in connection with the work being performed at the Property; and (iii) valid photo identification. Penthouse Unit Owners may be required to provide advanced written notice to the Hotel Manager that an outside vendor will be on Property and to keep a list of outside vendors for its Unit on file with the Hotel Manager. Outside vendors may be required to abide by other rules and regulations while on Property which may include, checking in and out with a designated representative of the Hotel Manager and entering and exiting the property through specially designated areas of the Hotel. The Hotel Unit Owner (or the Hotel Manager on its behalf) reserves the right to limit any outside vendors entering the Building to only those on a previously approved list of outside vendors developed by the Hotel Unit Owner (or the Hotel Manager on its behalf) from time to time and/or those approved on a case-by-case basis by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) in its sole discretion.

(f) Hotel Manager may require Penthouse Unit Owners to have their Units professionally cleaned on a regular basis in order to ensure the Units are maintained at the Hotel Standard. The Hotel Manager may require that all cleaning staff (a) provide a certificate of insurance compliant with the requirements of the Hotel Manager from time to time; and (b) be well groomed, in a company uniform that clearly identifies their company name (shorts, jeans, tank top shirts and workout clothing may not be permitted). Cleaning staff will not be permitted to use any hotel products, amenities, supplies or equipment in connection with their cleaning of such Penthouse Units.

Any costs incurred by a Penthouse Unit Owner in furtherance of complying with the Hotel Policies shall be borne solely by the individual Penthouse Unit Owners complying therewith. Any violation of the Hotel Policies by a Penthouse Unit Owner shall be deemed a default under the Condominium By-Laws and the Hotel Unit Owner or the Hotel Manager, in addition to the Board, shall have the right acting as and through the Board to enforce the obligations of the Penthouse Unit Owner hereunder with respect thereto.

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Q. REAL ESTATE TAXES

The projection of the real estate taxes that will be payable for each of the Penthouse Units during the projected First Year of Condominium Operation is based upon a letter dated October 6, 2020 prepared by Marcus & Pollack LLP, Sponsor's real estate tax attorney and reproduced in the Section entitled "Opinions of Counsel" in Part I of the Plan (the "Real Estate Tax Opinion"). The Real Estate Tax Opinion takes into account the following assumptions and projections: (a) the First Year of Condominium Operation will consist of nine (9) months of the 2021/2022 tax year (when it is estimated that the building will still be under construction) and three (3) months of the 2022/2023 tax year; (b) for the 2021/2022 tax year, a taxable total assessed value for the Penthouse Units of $2,721,510; (c) for the 2022/2023 tax year, a taxable total assessed value for the Penthouse Units of $3,628,680; and (d) an assumed tax rate in effect for the 2021/2022 and 2022/2023 tax years of 10.694% with respect to the Penthouse Units, which results in estimated aggregate real estate taxes for the Penthouse Units for the First Year of Condominium Operation of $315,292.

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

Purchasers are advised that during the 2021/2022 tax year, which comprises nine (9) months of the projected First Year of Condominium Operation, the property is expected to be assessed as a building still under construction and only partially complete, and therefore, the taxes projected in Schedule A for the projected First Year of Condominium Operation may be substantially lower than the actual taxes attributable to the Units in subsequent years, when the property is assessed as a fully constructed building. As more particularly provided in the "Real Estate Tax Opinion" contained in Part I of this Plan, Sponsor's real estate tax expert has estimated that the Property will be assessed as a complete building on January 5, 2022, the taxable status date governing the 2022/2023 assessment roll, and that the taxable assessed value of the Penthouse Units at such time will be approximately $3,628,680. Additionally, Sponsor's real estate tax expert has estimated that the taxable assessed value of the Penthouse Units during the 2023/2024 tax year will be approximately $3,701,254. Accordingly, assuming a tax rate of 10.694% during the 2022/2023 tax year and the 2023/2024 tax year, the Real Estate Tax Opinion projects that the real estate taxes for the Penthouse Units during the projected second year of Condominium operation, which comprises nine (9) months of the 2022/2023 tax year and three (3) months of the 2023/2024 tax year, will be approximately $389,991 in the aggregate. Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan for more information as well as the section of Part I of this Plan entitled "Real Estate Taxes".

After the City of New York assesses each Unit as a separate tax lot and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Unit, 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, taxes and assessments imposed on other Units.

No warranty, guaranty or assurance is given that: (i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the 2021/2022, 2022/2023 and 2023/2024 tax years, the estimates of the portions of such

assessed valuations that will be allocable to the Penthouse Units and the projection of the average real estate tax rate that will be in effect during the 2021/2022, 2022/2023 and 2023/2024 tax years will approximate the actual amount or that the estimated date of completion of construction of the Building will be as projected; (ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the proportionate common interest percentages of the Units, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; (iii) DOF will apply the Tax Class 4 (commercial) rate to the Penthouse Units; or (iv) any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Penthouse Unit Owner will pay to the Condominium Board a share of the Property's real estate taxes for the period in question calculated on the basis of such Unit's common interest percentage. The Condominium Board will pay (or cause to be paid) such real estate taxes timely to DOF, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Condominium or on any Penthouse Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Penthouse Unit in a timely manner and as a result of such failure a lien is placed on the Condominium and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Penthouse Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges as more particularly set forth in Section 6.14 of the Condominium By-Laws. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

Upon determination of individual tax lots and individual assessments for the Units, the New York City tax authorities may allocate taxes amongst the Units on some other basis or some other basis other than common interest percentages and, if so, Units having the same or similar common interest percentages may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax attorney and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots.

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

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or to the Condominium Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed

to each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit in question a prorated portion of the actual taxes for the Building for such period as described generally above and determined as provided in the By-Laws. Further, where the real estate taxes have not been separately assessed against each Unit, and to the extent Sponsor has not pre-paid same prior to the First Closing, Sponsor may escrow an amount with the appropriate Board equal to real estate taxes attributable to Unsold Penthouse Units for the six (6) month period following the First Closing, which payments will be adjusted as between Sponsor and Purchaser at each closing of a Penthouse Unit. Sponsor will disclose the amount of any real estate tax escrow established in accordance with the immediately preceding sentence in the post-closing amendment to the Plan to be filed with the Department of Law after the First Closing.

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R. INCOME TAX DEDUCTIONS TO PENTHOUSE UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Sponsor's Counsel, a copy of which opinion is included herein in the Section of Part I of this Plan entitled "Opinions of Counsel". Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Penthouse Unit by an individual taxpayer for use as a qualified residence, as further described herein. It does not address, among other things, the tax consequences that might result from the ownership of a Penthouse Unit by a taxpayer that is not an individual or who is a foreign person. It also does not address, except as specifically noted, the tax consequences that might result from the ownership of a Penthouse Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

KRAMER LEVIN NAFTALIS & FRANKEL LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A PENTHOUSE UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Penthouse Unit Owner will own legal (fee simple) title to his or her Penthouse Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Penthouse Unit Owner may mortgage his or her Penthouse Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Penthouse Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, each Penthouse Unit Owner will be individually liable for the real estate taxes and assessments levied against his or her Penthouse Unit.

Generally, it is the opinion of Sponsor's Counsel that each Penthouse Unit Owner will, under the present income tax laws and regulations, for Federal, New York State and New York City income tax purposes, subject to certain qualifications and limitations discussed below, be entitled to a deduction for:

(a) the state and local real property taxes assessed against his or her Penthouse Unit and paid by such Penthouse Unit Owner, subject to the limitation that, with respect to the amount of such taxes that is allocable to a Penthouse Unit Owner's residential use of his or her Penthouse Unit, for taxable years beginning after 2017 and before 2026, the deduction for such amount and all other state and local taxes, as specified in Section 164 of the Code, is limited to $10,000 per year ($5,000 for a married taxpayer filing a separate return) in the aggregate; and

(b) "qualified residence interest" paid by such Penthouse Unit Owner with respect to such Penthouse Unit.

Qualified residence interest includes interest paid by the Penthouse Unit Owner on: (i) debt incurred in acquiring, constructing or substantially improving any "qualified residence," as defined below, and secured by such residence.

A "qualified residence" generally means: (i) the "principal residence" of the Penthouse Unit Owner and (ii) one other residence selected by the Penthouse Unit Owner, provided that if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the Penthouse Unit Owner uses it for personal purposes for more than the greater of (a) 14 days; or (b) 10% of the number days during such year for which it is rented at a fair value. For taxable years beginning after 2017 and before 2026, a Penthouse Unit Owner who itemizes deductions and who uses such Penthouse Unit as a qualified residence will in general be entitled, under current Federal income tax law, to deduct from his or her gross income interest paid by him or her on acquisition indebtedness incurred with respect to such Penthouse Unit Owner's residential use of his or her Penthouse 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). For taxable years beginning after 2025 a taxpayer may treat up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of indebtedness as acquisition indebtedness regardless of when such acquisition indebtedness was incurred.

Notwithstanding the foregoing, the deduction for real estate taxes and mortgage interest is not subject to the foregoing limitations with respect to the amount of taxes and interest allocable to the rental use of a Penthouse Unit. However, the Code may otherwise limit the deductibility of such real estate taxes and mortgage interest. Code section 280A generally disallows certain expenses incurred in connection with the business use of a home. Such disallowance may occur if a Penthouse Unit Owner rents his or her Penthouse Unit during the tax year and uses such Penthouse Unit as a residence for the greater of (i) 14 days or (ii) 10% of the number of days during such year for which such unit is rented at a fair value during the tax year (provided, that the aggregate deduction for real estate taxes and mortgage interest attributable to rental use and residential use will not be less than the amount allowable if there was no rental use). In general, the deductions allocable to rental use may not exceed the gross income derived from such use for the taxable year, but such excess deductions may be carried forward to offset future income.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). The rules and limitations regarding deductibility of home mortgage interest are complex, and thus, Purchasers are urged to consult their tax advisers regarding application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Penthouse Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes). Penthouse Unit Owners should consult their tax advisers regarding the effect of the alternative minimum tax.

Each Penthouse Unit Owner who uses such Penthouse Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid

or accrued with respect to such Penthouse 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 mortgage interest and real property tax deductions with respect to residential use of a Penthouse Unit, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

2. **Taxation of the Condominium**

The Board will, from time to time, assess Common Charges against any Penthouse Unit Owner. In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of Internal Revenue Code Section 528(c) and, therefore, could elect to be exempt from Federal income tax on common charges received from unit owners ("exempt function income"). In order for the Board to qualify to make such election, Section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least 85% of the total square footage of all the Units within the Condominium be used by individuals for residential purposes and that the Board meet certain gross income and expenditure tests. As it is currently anticipated that less than 85% of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes, the Board will not be eligible to make this election.

The status of a condominium board for Federal, New York State and New York City income tax purposes is uncertain if the condominium board does not qualify under Code Section 528, as will be the case with the Board. Absent the application of Code Section 528, if the Board is deemed to be merely a conduit for the Unit Owners, all income earned by the Board, less the expenses incurred in earning such income, would be deemed to constitute income to the Unit Owners and be taxable to them. However, under this analysis, Common Charges might not be considered income to the Board.

If the Board were to be treated as a separate entity, it is unclear whether it would be taxable as a corporation or treated as a partnership. If the Board 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, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Board is treated as a partnership, the Unit Owners (but not the Board) would be subject to Federal and New York State income tax on the taxable income of the Board. In addition, in that instance the Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Board, the deductions attributable to furnishing services to Penthouse Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Penthouse Unit Owners, and possibly rebates, if any, to Penthouse Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change. In addition, no warranties are given by Sponsor, counsel to Sponsor, the Selling Agent, the Condominium Manager or any other person connected with this offering, with respect

to the tax consequences of the Plan or the tax consequences of ownership of any Penthouse Units offered under the Plan, and no one has been authorized to give any such warranties.

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S. OPINIONS OF COUNSEL

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INCOME TAX OPINION LETTER

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March 19, 2021

RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

Re: Condominium Offering Plan for
1185 Broadway Condominium (the "Condominium")

To Whom it May Concern:

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 state and local real property taxes paid by individual residents of New York City who purchase Penthouse Units pursuant to the above-referenced Offering Plan (the "Plan"), and (ii) the Federal, New York State and New York City income tax treatment to the Condominium Board of the assessments payable by Penthouse Unit Owners to meet common expenses of the Condominium ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan is accepted for filing by the New York State Department of Law and is consummated in accordance with its terms, (2) condominium ownership of the Penthouse Units located in the Condominium is established under applicable law, and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, situated at the northwest corner of Broadway and 28th Street, and known by the street address of 1185 Broadway, New York, New York 10001. The Condominium will be known as the "1185 Broadway Condominium." The Condominium will be comprised of 16 Penthouse Units, 1 Hotel Unit, and Common Elements (as defined in the Plan). This opinion addresses certain Federal, New York State, and New York City income tax consequences that would result from the ownership of a

Penthouse Unit by an individual who is a resident of New York City for income tax purposes and uses the Penthouse Unit as a residence. It does not address, among other things, ownership of Penthouse Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals and foreign entities; the ownership by any individual or entity of the Hotel Unit; or the estate tax consequences of ownership of any Penthouse Units. It also does not address, except as specifically noted, the tax consequences which may result with respect to any Penthouse Units held in connection with a trade or business, for investment purposes or for the production of income.

Deductibility of Mortgage Interest and State and Local Real Property Taxes

Each Penthouse Unit Owner will own his or her Penthouse Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Penthouse Unit (including its undivided interest in the Common Elements) will be taxed as a separate parcel for New York real property tax purposes. Each Penthouse Unit Owner may mortgage his or her Penthouse Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to his or her Penthouse Unit. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her Federal income tax returns may deduct interest paid on his or her mortgage indebtedness and the state and local real property taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300. For taxable years beginning after 2017 and before 2026, itemized deductions for state and local real property taxes allocable to a Penthouse Owner's residential use of his or her Penthouse Unit are limited to $10,000 ($5,000 for a married taxpayer filing a separate return) in the aggregate, when combined with other state and local taxes as specified in Section 164 of the Code.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual Penthouse Unit Owner who itemizes deductions will be entitled under current Federal income tax law to deduct from his or her gross income the New York real property taxes assessed against his or her Penthouse Unit and paid by the Penthouse Unit Owner to the local authority, subject to the limitation discussed above (to the extent such taxes are allocable to the Penthouse Unit Owner's personal use of the Penthouse Unit), and provided that, as further discussed below, to the extent that a Penthouse Unit Owner rents out his or her Penthouse Unit the annual real estate tax deduction otherwise allocable to such use could otherwise be limited. No deduction for state and local real property taxes is permitted for purposes of the Federal alternative minimum tax. Penthouse Unit Owners should consult their tax advisers regarding the effect of the Federal alternative minimum tax.

A taxpayer is entitled to a deduction, for Federal income tax purposes, for interest paid during the taxable year on "acquisition indebtedness" with respect to a



"qualified residence" of the taxpayer. A "qualified residence" generally means: (i) the principal residence of the taxpayer and (ii) one other residence selected by such taxpayer, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such residence is rented at a fair value. "Acquisition indebtedness" means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt). For taxable years beginning after 2017 and before 2026, with respect to interest allocable to the Penthouse Unit Owner's residential use, the aggregate amount treated as acquisition indebtedness for any period cannot exceed $750,000 ($375,000 in the case of a married individual filing a separate return). Accordingly, in general, an owner of a Penthouse Unit who itemizes deductions and who uses such Penthouse Unit as a qualified residence will be entitled, under current Federal income tax law, to deduct from his or her gross income, interest paid by him or her on acquisition indebtedness incurred with respect to such Penthouse Unit to the extent that such indebtedness (to the extent allocable to the Penthouse Unit Owner's use of the Penthouse Unit as a residence), 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). For taxable years beginning after 2025, a taxpayer may deduct interest on up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of acquisition indebtedness regardless of when such acquisition indebtedness was incurred. In addition, as further discussed below, to the extent that a Penthouse Unit Owner rents out his or her Penthouse Unit, the annual interest deduction otherwise allocable to such use could be otherwise limited. Owners of Penthouse Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans, the overall limitation on the allowance of itemized deductions and the tax implication of renting their Penthouse Units.

Notwithstanding the foregoing, the deduction for real estate taxes and mortgage interest is not subject to the foregoing limitations with respect to the amount of taxes and interest allocable to the rental use of a Penthouse Unit. However, the Code may otherwise limit the deductibility of such real estate taxes and mortgage interest. Code section 280A generally disallows certain expenses incurred in connection with the business use of a home. Such disallowance may occur if a Penthouse Unit Owner rents his or her Penthouse Unit during the tax year and uses such Penthouse Unit as a residence for the greater of (i) 14 days or (ii) 10% of the number of days during such year for which such unit is rented at a fair value during the tax year. In general, the deductions allocable to rental use may not exceed the gross income derived from such use for the taxable year (provided, that the aggregate deduction for real estate taxes and mortgage interest attributable to rental use and residential use will not be less than the amount allowable if

there was no rental use), but such excess deductions may be carried forward to offset future income.

The law is unclear as to how to allocate expenses between residential and rental use. Allocation may be made on the basis of days rented to days used (Proposed Treasury Regulation section 1.280A-3(d)(3)), days rented to days in the year (see Bolton v. Comm'r, 82-2 USTC ¶ 9699 (9th Cir. 1982); McKinney v. Comm'r, 83-2 USTC ¶ 9655 (10th Cir. 1983)) or some other method. Penthouse Unit Owners should consult their tax advisers regarding the allocation of expenses and the other tax implications of renting their Penthouse Units.

The rules and limitations regarding the deductibility of home mortgage interest are complex, and thus Penthouse Unit Owners are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Penthouse Unit for Federal alternative minimum tax purposes (which is subject to rules different from those described above for regular tax purposes). Penthouse Unit Owners should consult their tax advisers regarding the effect of the alternative minimum tax.

Each Penthouse Unit Owner who uses such Penthouse Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid or accrued with respect to such Penthouse Unit for New York State and New York City income tax purposes as is allowed for Federal income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest and real property tax deductions with respect to residential use of a Penthouse Unit, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

Common Charges

Under the Plan, the Condominium Board will, from time to time, assess Common Charges against the Penthouse Unit Owners, generally in proportion to their respective percentage interests in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining all such Common Elements.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of Section 528(c) of the Code and, therefore, could elect to be exempt from Federal income taxes on amounts received as membership dues, fees, or assessments from owners of condominium housing units ("exempt function income"). In order for the Condominium Board to qualify to make such an election, Section 528 of the Code and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all of the units within the Condominium be used by individuals for residential purposes and that the Condominium Board meet certain gross income and expenditure tests. As it is currently anticipated that less than eighty-five percent (85%) of the total

square footage of all of the units in the Condominium will be used by individuals for residential purposes, the Board will not be eligible to elect to be treated as a homeowners association.

Absent the application of Section 528 of the Code, the status of a condominium board for Federal, New York State, and New York City income tax purposes is not clear. If the Condominium Board does not qualify under Section 528 of the Code or if the Condominium Board does so qualify but does not elect to be treated as a "homeowners association" under Section 528 of the Code, the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Condominium Board derived from Penthouse Unit Owners ("membership income") and others ("nonmembership income") in excess of applicable deductions and credits. It is possible that the Condominium Board could be viewed as an agent or a conduit for Penthouse Unit Owners, in which case each Penthouse Unit Owner would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Condominium Board should be treated as a separate entity. In that case, it is unclear whether the Condominium Board would be taxable as a corporation or treated as a partnership. If the Condominium Board 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, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board is treated as a partnership, the Penthouse Unit Owners (but not the Condominium Board) would be subject to Federal, New York State, and New York City income tax on their proportionate share of taxable income of the Condominium Board. The Condominium Board, in such an instance, may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board, the Condominium Board's deductions attributable to furnishing services to Penthouse Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Penthouse Unit Owners, and possibly rebates, if any, to Penthouse Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

We express no opinion concerning: (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status or tax consequences of the Plan, including the ownership of a Penthouse Unit, under the laws of any state other than New York, any local jurisdiction other than New York City, or any foreign jurisdiction. Except as explicitly provided herein, this opinion does not address: (i) the tax consequences of the ownership of Penthouse Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals and foreign entities; (ii) the tax consequences of the ownership of the Penthouse Unit; (iii) the tax consequences which may result with respect to any Penthouse Units held in connection with a trade or

business, for investment purposes or for the production of income; or (iv) the estate tax consequences of ownership of any Penthouse Unit. This opinion also does not discuss the tax consequences which may arise if Penthouse Units or Common Elements are acquired by the Condominium Board or whether a Penthouse Unit Owner may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Penthouse Unit. We advise, therefore, that each person contemplating the purchase of a Penthouse Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the Federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change, possibly with retroactive effect, and thereby affect the opinion stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base our opinion will not change, possibly with retroactive effect. In no event will we, Sponsor, the Condominium Board, a Selling Agent, the Managing Agent or any other person connected with the Plan be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Penthouse Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Condominium Board as described herein.

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

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

REAL ESTATE TAX OPINION LETTER

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October 6, 2020

RP 1185 LLC
c/o Flag Luxury Group
70 East 55th Street, 23rd Floor
New York, NY 10022

Re: 1185 Broadway
Manhattan Block 830 Lots 17 and 24

Dear Sir/Madam:

You have requested that we project the real estate tax liability for the for-sale condominium units to be built in the mixed-use hotel and commercial condominium building to be constructed at 1185 Broadway, New York, New York, for which you are the Sponsor under the Offering Plan.

The total aggregate Actual (target) and Transitional Assessed Valuations for the existing tax lots that make up the existing property for the most recent tax years are set forth as follows:

Tax Year	Actual Assessment	Transitional Assessment
2018/19	$3,311,550	$2,934,000
2019/20	$3,797,550	$3,135,510
2020/21	$7,813,800	$7,353,270

You have advised us of the following facts regarding this project:

1. 1185 Broadway will be new construction held in the condominium form of ownership. Upon completion, there will be a master condominium consisting of a for-sale condominium component containing sixteen (16) transient hotel condominium units, and a hotel and retail condominium component. The total gross square footage of the whole building will be 324,595 gross square feet. A total of 21,992 gross square feet will be used for the for-sale condominium component. You have advised us that the common interest percentage factor for the for-sale condominium component, as it appears on Schedule A of the Condominium Offering Plan, is 6.7752%. This letter covers only the sixteen (16) condominium units offered for sale in the 6.7752% common interest percentage factor of the building. This letter will estimate the value for the sixteen (16) for-sale condominium units only. We have been advised that there is a use restriction under the zoning resolution where the for-sale units may only be occupied for a certain number of days per month and per year by the owner, and then for the balance of the time the units must be used as transient hotel rooms. For purposes of this letter, we have estimated that these units will be assessed as commercial transient hotel units with the commercial Tax Class 4 rate applied. However, while we believe the Assessor will designate the for-sale units as commercial Tax Class 4, there is a risk that when the property is assessed, the Department of Finance may use a residential Tax Class 2 designation, methodology, building classification, and tax rate for these units. The residential Tax Class 2 tax rate is approximately 15% higher at 12.267% for Tax Class 2 versus 10.694% for Tax Class 4. We make no representation that the Department of Finance will use any particular building tax classification for these condominium units.
2. The site which comprises the subject property currently consists of the tax lots identified on the New York City Department of Finance ("DOF") records as Block 830 Lots 17 and 24, in Manhattan.
3. The construction commenced in July 2018 and is projected to be completed by October 2021. For this projection, we estimated that the property will be assessed as complete on January 5, 2022. We estimate the 2022/23 tax year to be the first tax year in which the City's assessment roll fully reflects the value of the newly constructed building.
4. Once construction has been completed, the property will consist of a single condominium building with separately assessed condominium tax lots for each for-sale condominium unit and for the hotel and retail condominium component.
5. The first year of condominium operation is scheduled to extend from October 1, 2021 through September 30, 2022. As this period corresponds with the City's 2021/22 and 2022/23 fiscal tax assessment years, real estate taxes due for the first year of condominium operation will therefore be based on the assessed value of the tax lot for nine (9) months of tax year 2021/22 and for three (3) months of tax year 2022/23. We project that the 2021/22 assessment value will be based on a building that is still under construction and approximately 75% complete. We project that the 2022/23 assessment value will be based on a building that is 100% complete.

There are three recognized appraisal methods which are employed by the DOF to determine the full market value of real property. These methods are the original cost method, capitalization of income approach and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a significant indicator of value with respect to new buildings. Relevant data used in the cost method includes material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees and construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields an estimate of the market value of the property. In the past the DOF has also utilized gross income multipliers to value residential property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation.

Real Property Tax Law §581 requires that the DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

We observe that DOF's estimates of gross income are often substantially less than actual market rents, especially where the applicable rents would be near the top of the market. This produces values substantially less than those that would be obtained by conventional application of the income approach as used in appraisals for private purposes. In the event DOF adopts a market rent for the building, the resultant assessed values may be significantly greater than as projected herein.

In arriving at the assessed valuation for each unit in the condominium, the building is first assessed in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded with the City Register. In the past, the apportionment was based in part upon the proportion of the projected selling price presented in the Offering Plans for each residential unit bore to the gross sellout price for all residential units available for purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases, if any, on particular units. However, more recently, the DOF has allocated assessed values for the units within a condominium by utilizing each unit's respective percent interest in the common elements.

We make no representation that the DOF will use any particular method to apportion assessed valuation among the units for the purpose of computing the portion of the condominium building's total assessed valuation that will be allocated to the units within the condominium building.

For our projections, we have placed greatest weight on the comparable assessment study method. The comparable assessment studies generally indicate that the City's assessment of new or renovated condominiums is often lower than what would normally be indicated by the capitalization of income method based upon market rents. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to new or renovated buildings. However, there are no assurances that these policies will remain unchanged, or that the indicators of market value will not be adjusted prior to the completion of the referenced project, resulting in an assessment differing substantially from the estimates contained herein.

Reconciliation of the three approaches to valuation discussed above, for recently constructed or renovated comparable buildings throughout Manhattan, justifies an estimated overall Actual Assessed Valuation for the for-sale condominium units (including "land" and "building") upon completion of construction of $3,628,680, or approximately $165 per square foot, based on the total for-sale condominium component area of 21,992 gross square feet. We estimate that the Transitional Assessed Value of the for-sale condominium units upon completion will be $3,628,680 and that the Taxable Assessed Value will be $3,628,680. We project that the Assessed Value of the completed condominium building would first be reflected on the City's 2022/23 tax assessment roll.

The most recent and currently available tax rate for residential real property is 12.267% and for commercial property it is 10.694%. For purposes of the following projections, we have assumed that these overall rates will remain in effect for the 2021/22, 2022/23, and 2023/24 tax years. The estimated taxes payable during tax years 2021/22, 2022/23, and 2023/24 for the sixteen (16) for-sale condominium units, as defined above, are projected as follows:

For-Sale Condominium Component Estimated Real Estate Taxes for Tax Year 2021/22 – During the Course of Construction:

The construction is expected to be completed by October 2021. For purposes of this analysis, we have estimated that as of January 5, 2021, the taxable status date governing the 2021/22 tax year, the building is estimated to be approximately 75% complete. The total 2021/22 Actual Assessed Value apportioned to the sixteen (16) for-sale condominium units is estimated to be $2,721,510 and the total 2021/22 Taxable Assessed Value is estimated to be $2,721,510. The apportioned 2021/22 Taxable Assessed Value will be multiplied by the estimated 2021/22 Tax Class 4 tax rate for commercial property of 10.694% to arrive at the estimated 2021/22 tax liability of $291,038, of which nine (9) months or $218,279 will fall within the first year of condominium operation.

For-Sale Condominium Component Estimated Real Estate Taxes for Tax Year 2022/23 – Upon Completion of Construction:

The construction is expected to be completed by October 2021. For purposes of this analysis, we have estimated that as of January 5, 2022, the taxable status date governing the 2022/23 tax year, the building will be assessed as 100% complete. The total 2022/23 Actual Assessed Value apportioned to the sixteen (16) for-sale condominium units, is estimated to be $3,628,680 and the total 2022/23 Taxable Assessed Value is estimated to be $3,628,680. The apportioned 2022/23 Taxable Assessed Value will be multiplied by the estimated 2022/23 Tax Class 4 tax rate for commercial property of 10.694% to arrive at the estimated 2022/23 tax liability of $388,051, of which three (3) months or $97,013 will fall within the first year of condominium operation and of which nine (9) months or $291,038 will fall within the second year of condominium operation.

For-Sale Condominium Component Estimated Real Estate Taxes for Tax Year 2023/24 – After Completion of Construction:

The construction is expected to be completed by October 2021. For purposes of this analysis, we have estimated that as of January 5, 2023, the taxable status date governing the 2023/24 tax year, the building will be assessed as 100% complete. The total 2023/24 Actual Assessed Value apportioned to the sixteen (16) for-sale condominium units, is estimated to be $3,991,548 and the total 2023/24 Transitional and Taxable Assessed Value is estimated to be $3,701,254. The apportioned 2023/24 Taxable Assessed Value will be multiplied by the estimated 2023/24 Tax Class 4 tax rate for commercial property of 10.694% to arrive at the estimated 2023/24 tax liability of $395,812, of which three (3) months or $98,953 will fall within the second year of condominium operation.

For-Sale Condominium Component Estimated Real Estate Taxes for the First Year of Condominium Operation – October 1, 2021 through September 30, 2022:

For the first year of condominium operation covering the period of October 1, 2021 through September 30, 2022, the real estate taxes will be based on nine (9) months of tax year 2021/22, when the property is still under construction and approximately 75% complete, and three (3) months of tax year 2022/23, when we estimate that the property will be assessed as 100% complete. Thus, for the first year of condominium operation, the estimated real estate tax liability for the for-sale condominium component will be as follows:

October 1, 2021 to June 30 2022 (9 months of tax year 2021/22)	and	July 1, 2022 to September 30, 2022 (3 months of tax year 2022/23)
$2,721,510 x 10.694% / 12 x 9 = $218,279		$3,628,680 x 10.694% /12 x 3 = $97,013

The total estimated real estate taxes for the first year of condominium operation for the for-sale condominium component is $315,292.

Real estate taxes in the second year of condominium operation and thereafter will be higher reflecting taxes to be assessed on a fully completed and operating building.

For-Sale Condominium Component Estimated Real Estate Taxes for the Second Year of Condominium Operation – October 1, 2022 through September 30, 2023:

For the second year of condominium operation covering the period of October 1, 2022 through September 30, 2023, the real estate taxes will be based on nine (9) months of tax year 2022/23 and three (3) months of tax year 2023/24, when we estimate that the property will be assessed as 100% complete. Thus, for the second year of condominium operation, the estimated real estate tax liability for the for-sale condominium component will be as follows:

October 1, 2022 to June 30 2023 (9 months of tax year 2022/23)	and	July 1, 2023 to September 30, 2023 (3 months of tax year 2023/24)
$3,628,680 x 10.694% / 12 x 9 = $291,038		$3,701,254 x 10.694% /12 x 3 = $98,953

The total estimated real estate taxes for the second year of condominium operation for the for-sale condominium component is $389,991.

The above estimates do not take into account any uptrends in value and/or future increases in the level of assessed valuation applied to the property or any increases in the real estate tax rate. This letter was prepared at the Sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the Sponsor and are subject to variation. We have not passed upon the accuracy of any figures or estimates contained in the Plan, and offer no warranties of the amount of any tax liabilities for any period. No government agency has passed upon the figures or estimates contained herein.

Prospective purchasers are advised that while there is a method which has been utilized by the DOF in assessing new hotel properties in the past, it has not been employed consistently, and it is therefore not possible to estimate the post-construction assessed valuation of this property with any degree of certainty. There are wide variations in valuation estimates made by DOF for similar buildings. Accordingly, the assessments and taxes actually imposed on this condominium may be significantly greater or less than as projected herein. The estimates presented here are based upon our interpretation of the current policies and practices of the DOF which are subject to change without notice. All prospective purchasers should be further advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be significantly more or less than as estimated herein. While we believe our projections are well founded, they are not intended, and should not be construed as representations or warranties.

The laws, regulations and practices of the DOF upon which this projection is predicated may in the future be revised in a manner adverse to your interests, or there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or the Courts. We have not undertaken to advise you if we become aware of changes in the DOF's assessment policies and practices or changes in the relevant statutes, laws, rules, or judicial precedents.

The foregoing analysis is based upon our experience with the DOF and the Tax Commission of the City of New York, and their assessment policies regarding newly constructed properties held in the condominium form of ownership. Application of a particular approach to valuation when actually made may result in assessed valuations significantly more or less than estimated herein.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

MP: md

OPINION REGARDING ALLOCATIONS OF COMMON INTEREST

Kramer Levin

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October 6, 2020

RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

Re: 1185 Broadway Condominium
1185 Broadway, New York, NY 10001 (the Condominium)

Ladies and Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Units at the Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan (the Plan) for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests of the Units as shown on Schedule A of the Plan included or to be included in the Condominium Declaration. 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 Steve Ryan (the Budget Expert) as set forth in his 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 the Budget Expert.

Based upon our review of the foregoing, we have determined that Common Interests were allocated to the Units pursuant to the method set forth in Real Property Law (RPL) Section 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 RPL 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, Kramer Levin Naftalis & Frankel LLP, Selling Agent, the Hotel Manager, the Condominium Manager, the Budget Expert or the Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

Sincerely,

Kramer Levin Naftalis & Frankel LLP

Kramer Levin Naftalis & Frankel LLP

T. WORKING CAPITAL FUND

The Purchaser of each Penthouse Unit will be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution will be in an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

No reserve fund is being established for the Condominium. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs in respect of the Building because the Building will be new construction.

In addition, no reserve fund has been established for the Condominium in its First Year Budget for use by the Board. The Board may decide in the future to establish a reserve fund or pay for necessary repairs or capital items (including with respect to any Hotel Shared Component Costs incurred by the Hotel Unit Owner which are reimbursable by the Condominium Board in accordance with the Condominium Documents) by special assessment or by increasing Common Charges, payable by the Unit Owners. Additionally, in accordance with the provisions of the By-Laws, the Hotel Unit Owner reserves the right to require the Board to create a general reserve fund by special assessment or increases in Common Charges in the event the Hotel Unit Owner reasonably determines the same would be necessary or appropriate with respect to ongoing or extraordinary maintenance or repairs (capital or otherwise) to the Hotel Shared Components. Each Unit Owner would be individually liable for the amount of such special assessment against, or increase payable by, the Board to the extent of such Unit Owner's proportionate Common Interest among all Unit Owners.

At the First Closing, Sponsor will apportion the following items with the Board on behalf of the Unit Owners (based upon their share of the any of the following items which represent a Common Expense whether as Hotel Shared Component Costs or otherwise) as of the date preceding said closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Condominium or the Hotel Unit (to the extent such employee expenses are Hotel Shared Component Costs pursuant to the Condominium Documents);

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

(3) charges for steam, gas, electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

(5) water charges and sewer rents on the basis of the fiscal year for which assessed (unless separately assessed to individual Units);

(6) cost of fuel and Building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies; and

(8) 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 will be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. 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, will apply to apportionments and other matters herein mentioned.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board in its sole discretion and may be augmented by allocations from monthly Common Charges collected by such Board. Other than as provided in the preceding sentence, Sponsor will not separately contribute to the Working Capital Fund. However, while Sponsor controls the Board, the Working Capital Fund will not be used to reduce estimated Common Charges, and in no event will any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

No representation is made that the Working Capital Fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners.

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

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U. MANAGEMENT AGREEMENT AND OTHER CONTRACTS

1. Condominium Management Agreement

It is presently contemplated that the Board, at or prior to the First Closing, will enter into a condominium management agreement (the "Condominium Management Agreement") with The Ritz-Carlton Hotel Company, L.L.C. to act as the managing agent for the Condominium (the "Condominium Manager") with respect to the Condominium. A copy of the proposed Condominium Management Agreement is on file at the Department of Law. The Condominium Manager is also the entity that is anticipated to act as the Hotel Manager as more particularly described below. It is contemplated that the Condominium Management Agreement will provide for an initial term of thirty (30) years with automatic renewals for up to two successive periods of 10 years unless the Condominium Manager elects not to renew in accordance with the terms of the Condominium Management Agreement. Sponsor makes no representation as to the identity of the Condominium Manager from time to time. Sponsor will amend the Plan to promptly disclose a different Condominium Manager or any material changes to the terms of the Condominium Management Agreement.

The management fee payable by the Condominium under the Condominium Management Agreement is anticipated to be $62,763 during the projected First Year of Condominium Operation, calculated as 10% of the First Year's Budget for the Condominium (before calculation of the condominium management fee). Thereafter, the management fee will be increased annually by 3% over the management fee in effect for the immediately prior year.

The duties and services to be rendered by the Condominium Manager under the Condominium Management Agreement are anticipated to include, among others:

(a) General responsibilities such as (i) providing all services reasonably required to manage the Condominium and manage and maintain any Common Elements in a manner consistent with the provisions of the Condominium Documents; and (ii) retaining and employing appropriate personnel such as attorneys, accountants, consultants, third-party vendors and other professionals and experts necessary or appropriate to effectively perform the Condominium Manager's services;

(b) Preparation of a preliminary budget for the Condominium for each year after the projected First Year of Condominium Operation for prior approval of the Board as more particularly set forth in the Condominium Management Agreement;

(c) Collection of Common Charges, special assessments and any other charges (which may include fines or other special charges) payable from Unit Owners under the Condominium Documents, and enforcement of the Unit Owner's obligations to make such payments;

(d) Financial services such as (i) maintaining bank accounts on behalf of the Board (with respect to matters within its jurisdiction as provided in the By-Laws) and designating the signatories required therefor; (ii) rendering annual financial reports to the Board and each Unit Owner in accordance with the Condominium Documents; (iii) keeping or causing to be kept financial books and records of the Condominium; (iv) execution and filing of returns

and other instruments and performing all acts required of an employer under applicable laws; and (v) employing outside contractors to perform audits of the finances of the Condominium and, if necessary, filing of tax returns and related documents with appropriate governmental authorities;

(e) Administrative services such as (i) assisting in scheduling and attending meetings of the Condominium, including preparing notices and agendas for the same in accordance with the Condominium Documents; (ii) keeping records of the Condominium, including, minutes of meetings, correspondence, and modifications of the Condominium Documents and any other records required by applicable law; (iii) suggesting amendments to the Rules and Regulations from time to time; and (iv) maintaining a roster of Unit Owners as may be required under the Condominium Documents or applicable law;

(f) Operating services such as (i) maintaining all licenses, permits and approvals to be obtained by the Condominium; (ii) operation of the Condominium in compliance with applicable laws; (iii) buying and maintaining sufficient supply inventories in connection with operation of the Condominium; (iv) investigation of accidents, including estimation of costs to repair damage to Common Elements, if any, and report to the Condominium any claims for damages relating thereto; and (v) engaging third party service providers necessary for operation and maintenance of the Condominium;

(g) Selecting, hiring and supervising such employees as Condominium Manager deems reasonably necessary to provide the services under the Condominium Management Agreement, and maintaining fidelity bonds for itself and all officers, employees and agents of Condominium Manager who are responsible for handling funds; and

(h) Perform all other acts deemed by the Condominium Manager to be reasonably necessary to fulfill its obligations under the Condominium Management Agreement and as otherwise delegated to the Condominium Manager by the Board.

Among other things, the Condominium Management Agreement provides that the Condominium Manager shall, in addition to providing those services to the Condominium typically provided by a Condominium managing agent (as more particularly described in the Section of Part I of this Plan entitled "Management Agreement and Other Contracts"), provide the following services to the Condominium, any of which may be modified from time to time: (a) "base concierge services", meaning hotel-type concierge services such as day porter, arranging for seamstress, laundry, dry cleaning, transportation, business center services, voicemail and PBX, the cost for which shall be paid for by the Unit Owners as a Common Expense, however, the cost of any services provided by third parties to a Unit Owner (such as laundry, dry cleaning and transportation services) will be paid directly by such Unit Owner and not as a Common Expense; and (b) "additional services" such as housekeeping services and maintenance and repair services, the cost for which (including the cost of the service and the cost of the billing therefor) will be paid for by each Penthouse Unit Owner directly to the Condominium Manager or as the Condominium Manager may direct on a monthly basis, provided that the Condominium Manager may change the scope of such services provided from time to time. The Condominium Management Agreement provides that there will be no reduction in the fee payable to the Condominium Manager under the Condominium Management Agreement due to the cessation for any reason of any base concierge services, so long as reasonably similar services continue to be provided. The cost for the aforementioned additional services have not yet been established by

the Condominium Manager, however, Sponsor anticipates that fees for such additional services will be at rates comparable to those charged by hotel operators of comparable properties.

Purchasers are advised that pursuant to the Hotel Management Agreement and the Condominium Management Agreement, if the Hotel Management Agreement is terminated, the Condominium Manager may terminate the Condominium Management Agreement, in which event, all services to be provided by Ritz-Carlton to the Condominium will cease. Additionally, the Condominium Manager, pursuant to the Condominium Management Agreement, shall have the right (subject to the Condominium's cure rights thereunder) to terminate the Condominium Management Agreement in the event: (a) of a default by the Condominium thereunder (as more particularly described therein); (b) Condominium Manager reasonably believes that it is materially limited in managing the Condominium or managing and maintaining the Common Elements, as more particularly described in the Condominium Management Agreement; or (c) any circumstance, development or event occurs concerning the Condominium that, in Condominium Manager's reasonable judgment would cause a material, adverse reflection on the Ritz-Carlton Marks. The Condominium, pursuant to the Condominium Management Agreement shall have the right (subject to the Condominium Manager's cure right thereunder) to terminate the Condominium Management Agreement in the event of a default by the Condominium Manager thereunder (as more particularly described therein). The Condominium Management Agreement provides that either party may elect to terminate the Condominium Management Agreement in the event of a substantial casualty or taking, as more particularly described therein. Additionally, as more particularly described in the Condominium Management Agreement, in the event of a substantial taking, the Condominium may be required to pay to the Condominium Manager a fair and reasonable share of any awards received by the Condominium in connection therewith. Additionally, in the event of a default by a party under the Condominium Management Agreement, the agreement provides for injunctive or equitable relief to any non-defaulting party thereunder.

The Condominium Management Agreement provides that the Condominium will indemnify and defend Condominium Manager, its Affiliates (as defined in the Condominium Management Agreement) and their respective current and former directors, officers, shareholders, employees and agents against all damages in connection with any claim by any person relating to the Condominium or any part thereof, or any death, injury to person or property damage occurring on or about the Condominium or any part thereof, or directly or indirectly arising out of any design or construction defects or claims, or the operation of the Condominium or the performance of Condominium Manager's duties or services under the Condominium Management Agreement to the extent the same is not attributable to any willful or intentional misconduct or fraud of onsite senior personnel of Condominium Manager or Condominium Manager's onsite employees acting at their express direction. If any proceeding is brought or threatened against Condominium Manager for any matter for which Condominium Manager is entitled to indemnity under the Condominium Management Agreement, such agreement provides that the Condominium will assume the defense thereof, including employing counsel approved by the Condominium Manager and paying all litigation costs.

The Condominium Management Agreement provides that Condominium Manager assumes no liability for (i) any acts or omissions of Sponsor, the Condominium or the Board or any current or previous Unit Owners (including their guests, invitees or permitted users); (ii) any failure of or default by any individual Unit Owner in the payment of any Common Charges or

other charges due to the Condominium or in the performance of any obligations owed by any Unit Owner to the Condominium; (iii) violations of environmental or other regulations that may become known during the term of the Condominium Management Agreement provided such violation did not arise out of the willful misconduct or fraud of onsite senior personnel of Condominium Manager or Condominium Manager's onsite employees acting at their express direction; and (iv) any claims or damages or injuries to persons or property by reason of any cause whatsoever, either in or about the Condominium or any Unit, except to the extent such claim results from the willful misconduct or fraud of Condominium Manager. Pursuant to the Condominium Management Agreement, the Board waives any and all claims against Condominium Manager based on negligence or gross negligence except as may be required by law.

2. **Hotel Management Agreement**

It is anticipated as of the Initial Filing Date that the Hotel will be managed by a hotel operator (the "Hotel Manager") on behalf of the unit owner of the Hotel Unit (the "Hotel Unit Owner", which together with the Penthouse Unit Owners are collectively referred to herein as the "Unit Owners" or individually, as a "Unit Owner") pursuant to a management agreement (the "Hotel Management Agreement") between the Hotel Unit Owner and the Hotel Manager.

As of the date of the initial filing of this Plan with the Department of Law and as more particularly described herein, Sponsor has entered into a Hotel Management Agreement with The Ritz-Carlton Hotel Company, L.L.C. (the "Ritz-Carlton") to initially serve as the Hotel Manager. Subject to certain rights of the Hotel Unit Owner and the Hotel Manager to terminate the Hotel Management Agreement, the Hotel Management Agreement has an initial term of thirty (30) years, with two automatic ten (10) year renewals, unless Hotel Manager elects not to renew in accordance with the terms of the Hotel Management Agreement. The Hotel Management Agreement requires that any common, shared or public areas of the Property, which may include the Hotel Shared Components (as hereinafter defined) and other portions of the Hotel Unit and any Common Elements be maintained to an aesthetic and operational standard consistent with the Hotel Standard (as hereinafter defined).

The "Hotel Standard" means any standard for operation, management and maintenance applicable to the Property which is required to be maintained by the Hotel Unit Owner and/or the Condominium under the terms of the Hotel Management Agreement entered into between the Hotel Manager and the Hotel Unit Owner from time to time, which may include standards of quality, service, character, appearance and image, required by the Hotel Manager from time to time. Pursuant to the Hotel Management Agreement in place as of the date of the initial filing of this Plan with the Department of Law, the Hotel Standard is the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations.

No representation or warranty is made with respect to the existence or identity of the Hotel Manager from time to time. Purchasers are advised that any different or future agreement with a Hotel Manager may require that the Property (including the Hotel and the Condominium)

be operated, managed and maintained at a minimum according to a Hotel Standard which may be different than the existing Hotel Standard, and the Hotel Unit Owner shall have the right to require the Condominium to abide by such standards.

3. **Condominium License Agreement**

Sponsor has entered into a "Residential Condominium License Agreement" (the "License Agreement") with Marriott International, Inc., an affiliate of Ritz-Carlton, for a limited, non-exclusive license to utilize certain licensed marks, the name and mark "Ritz-Carlton" in any form, the Lion & Crown logo and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "Ritz-Carlton Marks") exclusively in connection with the offering and sale of the Penthouse Units hereunder.

The License Agreement provides that, for so long as the Condominium Management Agreement with Ritz-Carlton is in effect, the Condominium shall have the right to be known as "The Ritz-Carlton Residences, New York, Nomad" or by any other name as may be approved by the Condominium Manager and the Hotel Unit Owner (the "Branded Name"), provided that use of the Branded Name and the Ritz-Carlton Marks will be limited to (i) use of the Branded Name on signage on or about the Condominium by the Condominium Manager, and (ii) textual use of the Branded Name by the Condominium, the Condominium Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. Under the License Agreement, all uses of the Ritz-Carlton Marks, in relation to the Condominium, the Building and the Penthouse Units, including the Branded Name, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement. Purchasers are advised that the market value of their Units may be decreased to the extent any portion of such value is attributable to the Unit's association with the Ritz-Carlton Marks and the Branded Name. Any other use of the Branded Name or the Ritz-Carlton Marks in relation to the Condominium, the Building or the Penthouse Units is strictly prohibited. Neither the Penthouse Unit Owners, the Condominium Board nor the Condominium have any right, title or interest in or to the Branded Name or the Ritz-Carlton Marks, except as may be expressly set forth in the Condominium Management Agreement.

Purchasers are advised that (a) the Penthouse Units are being sold by Sponsor and not by Ritz-Carlton or any Ritz-Carlton Affiliate (as defined below); and (b) neither Ritz-Carlton nor any Ritz-Carlton Affiliate are a part of or an agent for Sponsor and have not acted as broker, finder or agent in connection with the sale of the Penthouse Units. The Agreement to purchase a Penthouse Unit set forth as Exhibit 1 in Part II of this Plan provides that Purchasers, by executing such Agreement, (i) agree that Purchaser has no right to use of or any interest in any of the Branded Name or the Ritz-Carlton Marks and will waive and release Ritz-Carlton and any Ritz-Carlton Affiliate from and against any liability with respect to any representations or defects or any other claim whatsoever relating to the marketing of the Penthouse Units to Purchaser; and (ii) acknowledge that if the Hotel Management Agreement terminates, the Condominium Manager may terminate the Condominium Management Agreement. Purchasers are advised that if the Condominium Management Agreement is terminated with the Condominium Manager for any reason, including pursuant to the aforementioned clause (ii), all use of the Branded Name and the Ritz-Carlton Marks will cease at or in relation to the Condominium, the Building and the Penthouse

Units, all indicia of connection of the Condominium with the Ritz-Carlton, including all signs or other materials bearing any of the Branded Name or the Ritz-Carlton Marks, will be removed from the Condominium and the Building and all services to be provided by Ritz-Carlton to the Condominium will cease. The term "Ritz-Carlton Affiliate" as used herein means any person that (i) directly or indirectly controls another Person; (ii) directly or indirectly is controlled by another Person (as hereinafter defined); or (iii) is under common control with another Person (the terms "control", "controlling", "controlled by" and "under common control with" mean the direct or indirect power to (x) vote more than 50% of the voting interests of a Person; or (y) direct or cause the direction of the management and policies of a Person, whether through ownership of voting interests, by contract or otherwise). The term "Person" as used herein means an individual (and their heirs, executors administrators or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government or any department or agency thereof, a trustee, a trust, an unincorporated organization or any other legal entity of whatever kind or nature.

In accordance with the License Agreement, Ritz-Carlton reserves the right (whether through itself or an affiliate) to license and/or operate any other residential project using the Ritz-Carlton Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

The License Agreement requires that, at the closing of title to each Penthouse Unit, the Purchaser execute an acknowledgement statement in the form annexed to the Agreement (set forth as Exhibit 1 in Part II of this Plan) as Schedule D and that the same shall be a condition to Sponsor closing title to the Unit with Purchaser.

The Hotel Unit Owner may, in the future, otherwise obtain rights to use certain other trademarks, trade names, copyrights and/or other intellectual property ("Hotel Intellectual Property"), either by entering into agreements with other hotel brands or chains (in each case, a "Hotel Flag") in connection with the operation and management of the Hotel Unit in association with a particular hotel brand or chain or otherwise. Except as expressly provided herein, in no event will any Penthouse Unit Owner without the express consent of the Hotel Unit Owner, use any of the Hotel Intellectual Property in connection with any advertisement, promotion, rental or sale of any such Unit (or portion thereof or interest therein) or any business being operated therein of therefrom or in any other commercial manner, provided that so long as there is no written agreement between the Hotel Unit Owner and the Hotel Flag or the Condominium and the Hotel Flag to the contrary, the Penthouse Unit Owner may use any branded name of the Hotel (which may include Hotel Intellectual Property) solely in a textual manner to identify the address of the Condominium or the Penthouse Units. Without limiting any other right or remedy available at law or in equity, the foregoing may be enforced by the Condominium or the Hotel Unit Owner by an action for specific performance and/or injunctive relief. Under no circumstances will the Hotel Intellectual Property be deemed part of the Property or an appurtenance of any Unit or any person subject to the foregoing. The Hotel Intellectual Property will at all times remain the sole and exclusive property of the Hotel Unit Owner.

4. **Adjacent Parcels and Related Agreements**

The Condominium will comprise the land designated, as of the date of the filing of this Plan, as Block 830, Lots 17 and 24, in the County of New York, Borough of Manhattan, City and State of New York, and known by the street address 29-35 West 28th Street and 1185

Broadway, New York, NY (the "Land"). The parcels below, adjacent to or within close proximity to the Land include (i) Block 830, Lot 62, known by the street address 1201 Broadway, New York, NY (the "1201 Broadway Parcel"), (ii) Block 830, Lot 67, known by the street address 32 West 29th Street, New York, NY (the "32 West 29th Street Parcel"), (iii) Block 830, Lot 69, known by the street address 36-40 West 29th Street, New York, NY (the "36-40 West 29th Street Parcel"), (iv) Block 830, Lot 14, known by the street address 41 West 28th Street, New York, NY (the "41 West 28th Street Parcel"), and (v) Block 830, Lot 13, known by the street address 43 West 28th Street, New York, NY (the "43 West 28th Street Parcel") (all of the foregoing collectively, the "Adjacent Parcels"). The Building is intended to be constructed adjacent to one or more of the Adjacent Parcels. The following existing agreements (the "Adjacent Parcel Agreements"), summarized below, relate to the Land and the Adjacent Parcels:

1. **Declarations of Zoning Lot Restrictions**. The Land and the Adjacent Parcels were merged into a single zoning lot pursuant to a series of Declarations of Zoning Lot Restrictions, as follows: (i) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the Office of the City Register (the "City Register's Office") on July 20, 2018 as CRFN. 2018000241393, merging the Land and the 1201 Parcel into a single zoning lot; (ii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241399, merging the Land, the 1201 Parcel and the 32 West 29th Street Parcel into a single zoning lot; (iii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241403, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel into a single zoning lot; (iv) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241406, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel and the 41 West 28th Street Parcel into a single zoning lot; and (v) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241410, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel, the 41 West 28th Street Parcel and the 43 West 28th Street Parcel into a single zoning lot.

2. **Zoning Lot Development and Easement Agreements**. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following agreements: (i) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241394, affecting the Land, the 1201 Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 1201 Parcel to the Land, (b) a light and air easement for the benefit of the 1201 Parcel over a portion of the Land for a period of 30 years, and (c) certain other covenants and restrictions related to the zoning lot; (ii) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241400, affecting the Land, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through development rights from other parcels within Block 830 to the Land (but no development rights were transferred from the 32 West 29th Street Parcel), (b) a light and air easement for the benefit of the Land over a portion of the 32 West 29th Street Parcel, subject to termination if such light and air easement is not required pursuant to

legal requirements, and (c) certain other covenants and restrictions related to the zoning lot; (iii) Zoning Lot Development Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241404, affecting the Land and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through development rights from the 41 West 28th Street Parcel and the 43 West 28th Street Parcel to the Land (but no development rights were transferred from the 36-40 West 29th Street Parcel), and (b) certain other covenants and restrictions related to the zoning lot; (iv) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241407, affecting the Land and the 41 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 41 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land over a portion of the 41 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot; and (v) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241411, affecting the Land and the 43 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 43 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land Parcel over a portion of the 43 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot.

3. Light and Air Easement Agreements. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following separate light and air easement agreements which were entered into in furtherance of the light and air easements granted under the Zoning Lot Development and Easement Agreements described in Section 2(iv) and (v) above: (i) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241408, which granted a light and air easement for the benefit of the Land over a portion of the 41 West 28th Street Parcel; and (ii) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241412, which granted a light and air easement for the benefit of the Land over a portion of the 43 West 28th Street Parcel.

Purchasers are advised that as a result of the light and air easement benefiting the 1201 Parcel, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner into the volume of space covered by the Light and Air Easement will not be possible during the 30-year period provided for in the Zoning Lot Development and Easement Agreement with the owner of the 1201 Parcel. Purchasers are advised that the Condominium will not benefit from any light and air easement over the 1201 Parcel, the 36-40 West 29th Street Parcel and any other parcels of land located within Block 830. Therefore, Sponsor makes no representation regarding future development at such sites.

Copies of the Adjacent Parcel Agreements, to the extent the same have been otherwise made publicly available, will be available for inspection at the offices of the Selling Agent(s).

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V. IDENTITY OF PARTIES

1. Sponsor

Sponsor is RP1185 LLC, a Delaware limited liability company, having an office at c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022.

The individual officers, directors, shareholders and principals of Sponsor who are actively involved in the planning or consummation of the offering contemplated by the Plan are: Paul Kanavos, Dayssi Olarte De Kanavos and Adam Raboy, all of whom are employed by Flag Luxury Group, LLC ("Flag"). Flag, founded in 1997, is a privately held real estate development company headquartered in New York City with a primary focus on luxury hotels and residences as well as land-based entertainment and retail projects. Paul Kanavos is the co-founder, Chairman and Chief Executive Officer of Flag and has co-led the company since its founding. Mr. Kanavos has more than thirty (30) years of experience in the industry. Dayssi Olarte De Kanavos is the co-founder, President and Chief Operating Officer of Flag and has co-led the company since its founding. Ms Kanavos has more than twenty-five (25) years of experience in the industry. Adam Raboy is the Chief Financial Officer at Flag and has worked with the company since 2009.

Flag's property portfolio of luxury hotel properties includes The Ritz-Carlton, Bal Harbour Resort & Spa Miami (Miami, Florida), The Ritz-Carlton Coconut Grove and Residences (Miami, Florida) and The Ritz-Carlton Golf Club & Spa, Jupiter (Jupiter, Florida), all of which are hotel residence projects, as well as The Ritz-Carlton South Beach (Miami, Florida), The Shelborne South Beach (Miami, Florida) and The Wyndham Orlando Resort (Orlando, Florida).

Neither Sponsor nor its principals have been involved in any condominium or cooperative offering plans as Sponsors or principals of Sponsor for the last five (5) years, and neither Sponsor nor its principals own ten percent (10%) or more of the unsold units or unsold shares in any building,

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions or judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of the Plan.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036, to represent it in connection with the Plan. Jay A. Neveloff supervised the preparation of the Plan, the Declaration, the By-Laws and the forms of Agreement, Unit Deed and Unit Power of Attorney. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Penthouse Units. Sponsor's Counsel will serve as Escrow Agent under the Agreements and will represent Sponsor in connection with Unit closings. It is suggested and

expected that each Purchaser will consult with and be represented by his/her own counsel in connection with this Plan.

3. **Selling Agent**

The Selling Agent for the project is Christie's International Real Estate, with an address at 20 Rockefeller Plaza, New York, New York 10020.

There have been no prior felony convictions of any party constituting Selling Agent, or any principals of any party constituting Selling Agent; and no prior convictions, injunctions or judgments against any party constituting Selling Agent, or any principals of any party constituting Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of the Plan.

4. **Budget Expert**

Steven Ryan, an independent consultant, has been engaged as the budget expert (the "Budget Expert"). The Budget Expert has no financial interest in the Property, in Sponsor, in the Condominium Manager, the Hotel Manager, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

5. **Condominium Manager**

Sponsor anticipates entering into an agreement with The Ritz-Carlton Hotel Company, L.L.C., to be the managing agent of the Condominium. The Condominium Manager has been involved in the management of real estate for many years, and has experience in the management of other luxury mixed-use buildings in New York City.

There have been no prior felony convictions of the Condominium Manager or any principals of Condominium Manager; and no prior convictions, injunctions and judgments against the Condominium Manager or any principals of the Condominium Manager 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.

It is anticipated as of the Initial Filing Date that the Condominium Manager will also serve as the Hotel Manager at the Property. Except as set forth in the immediately preceding sentence, the Condominium Manager has no financial interest in the Property or in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with serving as the Condominium Manager.

6. **Real Estate Tax Counsel**

Marcus & Pollack LLP, having an address at 708 Third Avenue, New York, New York 10017, has been engaged as real estate tax counsel in connection with the Plan. The firm prepared a forecast of the assessed valuation of the Units following construction and submission of the Property to a condominium regime of ownership that was used in preparing the provisions of Schedule A and other disclosures in the Plan regarding projected real estate taxes. The real estate tax counsel has no financial interest in the Property, in Sponsor, in the Hotel Manager, or in

any other party interested in this transaction, except for its fees for services rendered in connection with the same.

7. **Construction Professionals**

Rafael Vinoly Architects, PC, having an office at 50 Vandam Street, New York, New York 10013, is the architect of record for the Building ("Architect"). The Architect prepared Floor Plans of Units set forth in Part II of the Plan and the Tax Lot Drawings which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. The Architect has rendered its report with respect to the proposed Building and a Certification which is set forth in Part II of the Plan. The Architect has been providing architectural services since 1983 and has offices in New York City, London, Manchester, Abu Dhabi, Buenos Aires, Chicago and Palo Alto. The Architect has participated in the following mixed-use residential projects in New York City in recent years: 432 Park Avenue, Three Waterline Square, 277 Fifth Avenue and 125 Greenwich Street.

None of the construction professionals has a financial interest in the Property, in Sponsor, in the Hotel Manager, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

W. REPORTS TO UNIT OWNERS

It is the obligation of the Board to give all Unit Owners annually:

1. a financial statement of the Condominium prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Condominium. Such statement will be certified while Sponsor is in control of the Board;

2. at least ten (10) days' prior notice of the annual Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Condominium at least thirty (30) days prior to the date set for adoption thereof by the Board.

While Sponsor is in control of the Board, such budget will be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

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X. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Closing. In addition, a set of Tax Lot Drawings showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Board at the time of the First Closing.

The Declaration and the By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Closing, and a copy thereof will be furnished to the Board at such time.

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Y. GENERAL

There are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective Purchasers.

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by Legal Requirements.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents. 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 documents 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.

No party other than any Purchaser will 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 party other than any Purchaser will 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, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor will grant such Purchasers a right to rescind their respective Agreements by written notice to Sponsor given within fifteen (15) days after the date of presentation of such amendment. In such event, Sponsor will direct the Escrow Agent to return the Deposit of any Purchasers who duly rescind their Agreements.

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.

Other than as otherwise set forth herein, as of the date of the initial filing of this Plan with the Department of Law, Sponsor has no actual knowledge of any circumstances which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or landmark designation.

As of the date of initial filing of this Plan with the Department of Law, no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units offered in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Units.

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Z. RESERVATION OF AIR/DEVELOPMENT RIGHTS

The owner of the Hotel Unit has retained and expressly reserves all excess air or developmental rights (collectively, the "Air Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Penthouse Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Penthouse Unit by any Penthouse Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements, may not be possible or may be limited. Further, as a result of such reservation by the owner of the Hotel Unit, the owner of Hotel Unit may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Air Rights reserved by the owner of the Hotel Unit will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In the event such excess Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected.

Notwithstanding the foregoing, Sponsor reserves the right, prior to the First Closing, to acquire additional Air Rights with respect to the Property, and to modify the Floor Plans with respect to the Building as it relates the Hotel Unit, which modified Floor Plans shall be disclosed in an amendment to the Plan.

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AA. SPONSOR'S STATEMENT OF PROPERTY AND SPECIFICATIONS

Sponsor hereby adopts the Description of Property and Specifications 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.

The Penthouse Units are being sold "as is" in the condition in which they exist at the time of the transfer of title to such Unit (subject to Sponsor's obligation to deliver the Unit in the condition set forth in the Section of Part II of the Plan entitled "Description of Property and Specifications"), unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Except as otherwise expressly provided in this Plan, Sponsor's obligation to make repairs in any Penthouse Unit shall cease upon the closing of title to such Unit.

As more fully described in this Plan, Sponsor anticipates construction of the Building will be sufficiently completed to allow the first closing of a Penthouse Unit to occur in or about October, 2021. A new Certificate of Occupancy will be issued for the Building after construction of the Building is complete. Sponsor will obtain a temporary Certificate of Occupancy permitting occupancy of specific Penthouse Units prior to the closing of the sale of such Penthouse Units.

SPONSOR:

RP1185 LLC

PART II

EXHIBIT 1

AGREEMENT (AND ESCROW RIDER)

AGREEMENT

_____

_____,

Purchaser(s)

with

RP1185 LLC,

Sponsor/Seller

Penthouse Unit Number ____
The Ritz-Carlton Residences New York, Nomad at
1185 Broadway Condominium
1185 Broadway
New York, New York 10001

AGREEMENT
PENTHOUSE UNIT NO. ___
The Ritz-Carlton Residences New York, Nomad at
1185 Broadway Condominium
1185 Broadway
New York, New York 10001
(to be executed in quadruplicate)

AGREEMENT (this "Agreement"), made as of the ___ day of _____ 20__, between RP1185 LLC, having an office at c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022 (hereinafter, "Sponsor" or "Seller"), and

_____

_____

having an address at _____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The Ritz-Carlton Residences New York, Nomad at 1185 Broadway Condominium (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit. Sponsor hereby grants to Purchaser, and Purchaser hereby acquires from Sponsor, an option to purchase Penthouse Unit No.__ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided ___% interest in the Common Elements appurtenant to such Unit, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) $_____ (the "Initial Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged;

(b) $_____ (the "Additional Deposit", which together with the Initial Deposit is referred to herein as the "Deposit"), due upon the earlier to occur of: (i) _____ (the date which is six (6) months after the date of this Agreement); or (ii) thirty (30) days after Sponsor serves Purchaser with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection ; provided, however, that if this Agreement is entered into after the Plan has been declared effective, Sponsor reserves the right to require both the Initial Deposit and the Additional Deposit due and payable upon execution of this Agreement; and

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer, Levin, Naftalis & Frankel LLP, as escrow agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "RP1185 LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). At Sponsor's option, Sponsor may require that all or any portion of the Deposit and/or Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

4. Deposit.

4.1 Prior to or concurrent with execution hereof and payment by Purchaser of the Deposit, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed to this Agreement. The Escrow Rider must be executed by Sponsor, Purchaser and Escrow Agent.

4.2 The provisions of paragraphs 3-6 of the Escrow Rider annexed hereto are incorporated by reference.

4.3 The Bank (as such term is defined in the Escrow Rider) is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Kramer, Levin, Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 ("Sponsor's Closing Counsel") (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney 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: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Condominium Board and Sponsor shall be returned to the Condominium Board (or as the Condominium Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's agreement that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to or at closing, and that Sponsor's obligations under paragraph 6.1 above have been satisfied and that any objections to title have been waived, and the Sponsor shall thereafter be released and discharged of all liability hereunder and under the Plan except as to those matters specifically provided under this Agreement or under the Plan to survive or to be performed after the closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to First Nationwide Title, with an address at 220 East 42nd Street, New York, New York 10017, tel: (212) 499-0100, Attention: Steve Napolitano (or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of,

or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.1 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as having been requested by Purchaser.

7.2 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(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) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the 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; however, the installment for the then current period shall be apportioned appropriately. If the 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 Property's actual taxes and assessment for such period prorated to the

Unit based upon the Unit's percentage of common interest as more particularly set forth in the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. Additionally, Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of Purchaser's delay. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to 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 aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

In addition to those costs, adjustments and other amounts described in Articles 8 and 10 of this Agreement, Purchaser shall be required to pay other closing fees and costs which are Purchaser's responsibility as described in the Section of the Plan entitled "Closing Costs and Adjustments" and otherwise. All such closing fees and costs shall be paid by Purchaser at closing by Purchaser's unendorsed, personal certified check or official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association; or, at Sponsor's option, by wire transfer to an account designated by Sponsor. Such costs shall include, but are not limited to, the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of

the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit, whether on or after the closing date. Purchaser's obligations to pay the taxes described in this Section 9 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration and the Condominium By-Laws (and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Additional Deposit on the date set forth in Article 3 hereof, Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Articles 8, 9 and/or 10 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to

Sponsor; or the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(ii) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(iv) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(v) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vi) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon cancel this Agreement. If Sponsor elects to cancel, this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty,

but is intended to constitute liquidated damages to Sponsor. For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already 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 fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and 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 the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten (10) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items except with respect to that portion of the Purchase Price attributable to personal property in which case Purchaser shall pay sales tax at the applicable rates.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan); provided, however, that Sponsor reserves the right, without prior notice to Purchaser or amendment of the Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend or in any way modify from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equal or better quality in place of those described in the Plans and Specifications. The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility

of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building).

17.4 Sponsor has projected the date for the First Closing in the Plan. However, such or any later revised projected date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which the Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor. Purchaser's rights as set forth in the Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which are hereby expressly waived by Purchaser.

18. Inspection of Unit. Prior to the Closing Date, at Sponsor's direction, Selling Agent or Sponsor's Closing Counsel shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within two (2) weeks prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. Sponsor reserves the right to limit the number of individuals who may accompany Purchaser in its inspection of the Unit.

However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

19. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title unless Sponsor notifies Purchaser in writing within 180 days from the date of such fire or casualty that Sponsor has elected not 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 Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with written notice thereof to Purchaser within 180 days from the date of such fire or casualty, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, websites, 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 of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her 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. No oral representations or statements shall be considered a

part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and to be filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale or rent with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale or rent. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. In addition, Purchaser hereby covenants and agrees that, Purchaser may not and shall not advertise for sale, list for sale or sell the Unit for twelve (12) months after closing of the Unit (i.e., the transfer of title by Sponsor to Purchaser). Any such conveyance or lease in violation of the foregoing will be voidable by Sponsor, shall be an Event of Default hereunder and shall entitle Sponsor to any and all remedies available at law or in equity. The provisions of this paragraph shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that Selling Agent and [_____] (the "Broker") is [are] the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent [and the Broker], and Sponsor agrees to pay the commissions earned by Selling Agent [and the Broker] pursuant to separate agreements. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent [and the 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, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge,

encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits. For purposes of this Agreement, it is the intent of the part(ies) that the individuals controlling Purchaser shall be deemed to be _____.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's Closing Counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's Closing Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's Closing Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to "Kramer, Levin, Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Section 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%)

or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

25. Notices.

25.1 Except as may be otherwise expressly provided for in this Agreement, any notice, election, demand, consent, request or other communication under this Agreement (each of which is referred to herein as a "notice") shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, with or without return receipt requested or by Federal Express or other reputable overnight courier: 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, Attn: Sponsor, with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attention: Jay A. Neveloff, Esq. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery is effected, or in the case of Federal Express or other reputable overnight courier, one (1) business day after sending for domestic addresses and three (3) business days after sending for international addresses, or in the case of mailing, three (3) business days after the date of mailing for domestic addresses and five (5) business days after the date of mailing for international addresses, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Notwithstanding anything to the contrary: (1) Sponsor's provision of notice regarding closing costs or ministerial matters, the rescheduling of closing dates or the scheduling or rescheduling of inspections may be made by facsimile or electronic mail to Purchaser's attorney; and (2) service of amendments to the

Plan shall be made pursuant to the applicable regulations promulgated by the Department of Law.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's Closing Counsel as Sponsor's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

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. 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.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable

to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

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

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

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser represents to Sponsor (and to Escrow Agent, as a third-party beneficiary of such representation) that all funds provided by or on behalf of Purchaser or disbursed in connection with this transaction shall be only to persons or entities having a known and legitimate business connection to the transaction; and that the disbursement of any or all of such funds is not in furtherance of any tax evasion or tax fraud. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. 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 Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. 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. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or the Agreement where Purchaser is the prevailing party in such action pursuant to a final non-appealable order by a court of competent jurisdiction. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal

jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

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

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude

mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

39. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

40. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "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 otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature or other electronically transmitted (e.g., PDF) signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature or other electronically transmitted signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page or other electronically transmitted signature, although the failure to do so shall not invalidate the effectiveness of the facsimile signature or other electronically transmitted signature.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 23 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Closing Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

47. FF&E. In addition to the Unit, Purchaser is agreeing hereunder to acquire the furnishings and decorations in the Unit (including furniture, fixtures, equipment, carpeting, case goods, soft goods, linens and/or decorations, collectively, the "FF&E") as described in the Configuration Plan set forth as Exhibit 5 in Part II of the Plan. At the closing of title, Purchaser and Sponsor shall execute a Bill of Sale, the form of which can be found in Schedule C attached hereto, wherein Sponsor will transfer title of the FF&E to Purchaser. Purchaser acknowledges that it is obligated to pay any and all sales, use or other federal, state, city or county tax or fee applicable to the sale of the FF&E at the closing of title to the Unit (the "FF&E Taxes"), and, Purchaser, in connection therewith, acknowledges that a portion of the Purchase Price of the Unit (as indicated in Schedule A of the Plan as of the date of this Agreement) is allocable to the FF&E, it being agreed that said amount represents the value of such furnishings for the purposes hereof. The FF&E shall be of a quality suitable for luxury hotel accommodation, as the same may be determined by Sponsor in its reasonable discretion. The FF&E will be delivered to the Unit in accordance with the Configuration Plan therefor, subject in all events to Sponsor's right to change or substitute the FF&E, provided that the FF&E is comparable in kind, quality and quantity to that set forth herein and on the Configuration Plan for such Unit. Purchaser acknowledges that the FF&E may not be delivered to the Unit prior to closing, and may instead, be delivered to the Unit post-closing. No representation is made with respect to the expected timeframe post-closing within which Sponsor expects to deliver the FF&E to the Unit.

Notwithstanding the foregoing, Purchaser will be required to consummate the purchase of the Unit even though the FF&E may not be in the Unit on the date set for closing. However, with respect to the payment of the portion of the purchase price attributable to the FF&E (as shown on the Schedule A in effect at the time such Purchaser executed its Agreement) and the FF&E Taxes (in the aggregate, the "FF&E Funds"), the Escrow Agent (as defined in the Plan) shall collect and hold the FF&E Funds until the FF&E is delivered to the Unit, at which time Escrow Agent shall release the FF&E Funds to Sponsor or as Sponsor directs. Notice from Sponsor to Escrow Agent and Purchaser that the FF&E has been delivered to the Unit shall be deemed presumptive evidence that the FF&E has been delivered to the Unit.

Notwithstanding the foregoing, in the event that the FF&E is not delivered to a Penthouse Unit within eight (8) months from the date of the closing of title to such Penthouse Unit (the "FF&E Outside Delivery Date"), unless Sponsor and the Purchaser thereof otherwise mutually agree in writing within thirty (30) days from the FF&E Outside Delivery Date, the Agreement with respect to the Unit shall be deemed modified to remove Purchaser's obligation to purchase and Sponsor's obligation to sell the FF&E to Purchaser thereunder and the FF&E Funds shall be returned to Purchaser together with any interest earned thereon and neither party shall have any further liability or responsibility to the other relating to the terms of the Agreement pertaining to the purchase and sale of FF&E. Notwithstanding the foregoing, the FF&E Outside Delivery Date shall, at Sponsor's election, be extended for any period of time that delivery of FF&E is delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, pandemic, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor.

If a Purchaser is entitled to a right of rescission pursuant to the terms of the Plan arising out of the offer for sale of FF&E thereunder, any such right of rescission shall be limited solely to the portions of this Agreement relating to the FF&E, and if Purchaser elects rescission with respect thereto, the remainder of this Agreement shall continue in full force and effect. In such event, Purchaser shall be refunded that portion of the Deposit, if any, expressly made attributable to the FF&E in this Agreement, and the purchase price shall be reduced by the amount of the purchase price attributable to the FF&E for such Penthouse Unit as set forth on the Schedule A to the Plan in effect as of the date of this Agreement.

The provisions of this paragraph 47 shall survive the closing of title to the Unit.

48. Smoking Policy. Purchaser acknowledges the following smoking policy which shall be adopted in the Condominium: The Condominium shall be operated as a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Penthouse Units and in all interior and exterior areas of the Hotel Unit and the Common Elements. Smoking shall only be permitted within designated smoking areas located at least 25 feet from the Building entries, outdoor air intakes and operable windows; appropriate signage will be installed and maintained at all entrances to indicate the aforementioned no-smoking policy. For avoidance of doubt, smoking of marijuana shall also be prohibited in the Building. Any violation of this

policy by an occupant of a Penthouse Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Condominium Board under the Condominium By-Laws, including, without limitation, such fines and penalties as the Condominium Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Condominium Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

49. Ritz-Carlton Agreements and Purchaser Acknowledgements.

49.1 Purchaser acknowledges that Sponsor has entered into a Residential Condominium License Agreement (the "License Agreement") with Marriott International, Inc., an affiliate of The Ritz-Carlton Hotel Company, L.L.C. ("Ritz-Carlton"), for a limited, non-exclusive license to utilize certain licensed marks, the name and mark "Ritz-Carlton" in any form, the Lion & Crown logo and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "Ritz-Carlton Marks") exclusively in connection with the offering and sale of the Penthouse Units under the Plan. Purchaser also acknowledges that, as more particularly described in the Plan: (a) Sponsor has entered into an agreement (the "Hotel Management Agreement") with Ritz-Carlton to act as the operator of the Hotel (referred to in the Plan as the "Hotel Manager") and (b) at or prior to the First Closing, the Condominium will enter into an agreement (the "Condominium Management Agreement") with Ritz-Carlton to act as the managing agent of the Condominium (referred to in the Plan as the "Condominium Manager"). In accordance therewith, Purchaser hereby acknowledges as follows:

(a) The Unit is being developed and sold by Sponsor and not by Ritz-Carlton or any Ritz-Carlton Affiliate (as defined in the Plan); (ii) neither Ritz-Carlton nor any Ritz-Carlton Affiliate have confirmed the accuracy of any marketing or sales materials provided by Sponsor, or are part of or an agent for Sponsor and have not acted as broker, finder or agent in connection with the sale of the Unit; (iii) Purchaser has and, after the closing of title to its Unit, will continue to have no right to use and no interest in any of the Ritz-Carlton Marks except textual use of the approved name solely to identify the address of the Condominium or its Unit; and (iv) Purchaser waives and releases Ritz-Carlton and any Ritz-Carlton Affiliate from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design or construction of the Unit, the Condominium or the Building.

(b) In accordance with the provisions of the Condominium Management Agreement, in the event the Hotel Management Agreement is terminated, Ritz-Carlton may also terminate the Condominium Management Agreement.

(c) In accordance with the provisions of the License Agreement, for so long as the Condominium Management Agreement with Ritz-Carlton is in effect, the Condominium shall have the right to be known as "The Ritz-Carlton Residences New York, Nomad" or by any other name as may be approved by the Condominium Manager and the Hotel Unit Owner (the "Branded Name"), provided that use of the Branded Name and the Ritz-Carlton Marks will be limited to (i) use of the Branded Name on signage on or about the Condominium

by the Condominium Manager, and (ii) textual use of the Branded Name by the Condominium, the Condominium Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. Under the License Agreement, all uses of the Ritz-Carlton Marks, in relation to the Condominium, the Building and the Penthouse Units, including the Branded Name, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement. Any other use of the Branded Name or the Ritz-Carlton Marks in relation to the Condominium, the Building or the Penthouse Units is strictly prohibited.

(d) In accordance with the License Agreement and the Condominium Management Agreement, in the event the Condominium Management Agreement is terminated for any reason, including pursuant to the foregoing clause (b), then, except in connection with the Hotel, all use of the Ritz-Carlton Marks and the Branded Name will cease at the Condominium, all indicia of affiliation of the Condominium with the Ritz-Carlton Marks and the Ritz-Carlton brand, including all signs or other materials bearing any of the Ritz-Carlton Marks, will be removed from the Condominium and the Building, and all services to be provided, and amenities afforded to the Condominium by the Ritz-Carlton will cease.

(e) In accordance with the terms of the License Agreement, Ritz-Carlton reserves the right (whether through itself or through an affiliate) to license and/or operate any other residential project using the Ritz-Carlton Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

(f) Purchaser has received information concerning certain services provided by Ritz-Carlton, including the "Hotel Reservation Service" and Purchaser understands that participation in these services is voluntary and is not part of any contractual agreement with Ritz-Carlton. Accordingly, such services and their terms and conditions may be modified, extended or discontinued from time to time without prior notice (including upon the cessation of management of the Hotel or the Condominium by Ritz-Carlton or its affiliates). Purchaser further acknowledges that the continued availability of any such service, including the "Hotel Reservation Service", is not necessary for Purchaser's use and enjoyment of its Unit and that Purchaser did not make its decision to purchase the Unit in reliance on the continued availability, renewal or extension of any such service, including the "Hotel Reservation Service".

49.2 Purchaser hereby represents and warrants that (a) Purchaser is entering into this Agreement without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any monetary or financial advantage; (b) no statements, representations or documents have been made or provided by Ritz-Carlton, Sponsor, or any of their respective agents, employees or representatives with respect to (i) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Unit or other Penthouse Units, or (ii) the economic or tax benefits to be derived from ownership of the Unit; or (iii) any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential, including any projections regarding returns from rental of the Unit; and (c) the decision to enter into this Agreement is not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Unit.

49.3 At the closing of title to the Unit, Purchaser shall be required execute an acknowledgement statement in the form annexed hereto as Schedule D, and execution thereof shall be a condition to Sponsor closing title to the Unit with Purchaser.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

RP1185 LLC

By:_____
Name:
Title:

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

Purchaser acknowledges receipt of Offering Plan and amendments on _____ __, 20___

Initials of Purchaser(s):

_____ _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration and the Condominium By-Laws (and the General Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and Sponsor, and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, restriction or matter of record against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, 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.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board, except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

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

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

18. Taxes and any applicable tax liens, restored tax deferrals and abatements, in rem actions, tax sales, assessments, water rates and sewer usage charges.

19. Any violations against the Property (other than the Unit) that are the obligation of the Condominium Board or another Unit Owner or Board to correct.

20. Any state of facts which a survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

21. Setback and use restrictions recited in Deed dated May 1, 1862, made by and between Louis W. Stevens, George W.Varian and Starks W. Lewis, as Executors of the Last Will and Testament of Alletta Stevens and Aaron J. Vanderpoole, recorded on May 1, 1862, in/under/as Liber 860, Page 30. (affects westerly part of Lot 17)

22. Setback and use restrictions recited in Deed dated September 15, 1865, made by and between Louis W. Stevens, George W.Varian and Starks W. Lewis, as Executors of the Last Will and Testament of Alletta Stevens and Max Herzog, Salomon Herzog and Samuel C. Wolf, recorded on September 15, 1865, in/under/as Liber 944, Page 322, as repeated in Deed dated December 15, 1865, recorded on February 5, 1866 in Liber 965, Page 94 (affects Lots 17 and 24).

23. Deed recited in Setback, covenants, restrictions and license dated April 12, 1906, made by and between Henry Gilsey and John Gilsey, as Executors of the Last Will and Testament of Peter Gilsey and International Amusement and Realty Company, recorded on April 25, 1906, in/under/as Section 3 Liber 117, Page 422; as repeated in Deed dated April 24, 1906, recorded on April 25, 1906 in Section 3 Liber 117, Page 426.

24. Permit (Gratings), dated November 10, 1964 made by New York City Transit Authority to Clark, Wile & Mayer, Inc., recorded on April 20, 1965, in/under/as Liber 5322, Page 335. (Affects Lot 17)

25. Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 made by and between 1201 Broadway LLC and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241393; as corrected by Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 made by and between 1201 Broadway LLC, RP1185 LLC and Kew Management Corporation, recorded on August 14, 2018, in/under/as CRFN 2018000272464. (affects Block 830, Lots 17, 24 and 62).

26. Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 made by and between 1201 Broadway LLC, RP1185 LLC, and Kew Management Corporation, recorded on July 20, 2018, in/under/as CRFN 2018000241394 (affects Block 830, Lots 17, 24, 62 and 69).

27. Memorandum of License Agreement, dated as of July 2, 2018 made by and between RP1185 LLC and 1201 Broadway LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241395 (affects Block 830, Lots 17, 24 and 62).

28. Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 made by and between 32-34 West 29 Street Realty LLC and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241399 (affects Block 830, Lots 17, 24, 62 and 67).

29. Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 made by and between 32-34 West 29th Street Realty LLC, RP1185 LLC, and Kew Management Corporation, recorded on July 20, 2018, in/under/as CRFN 2018000241400 (affects Block 830, Lots 17, 24, 67 and 69).

30. Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 made by and between Kew Management Corporation and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241403 (affects Block 830, Lots 17, 24, 62, 67 and 69).

31. Zoning Lot Development Agreement, dated as of July 2, 2018 made by and between Kew Management Corporation and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241404 (affects Block 830, Lots 17, 24 and 69).

32. Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 made by and between Midtown 28 Realty Inc. and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241406 (affects Block 830, Lots 13, 17, 24, 62, 67, and 69).

33. Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 made by and between Midtown 28 Realty Inc. and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241407 (affects Block 830, Lots 13, 17, and 24).

34. Light and Air Easement Agreement, dated as of July 2, 2018 made by and between Midtown 28 Realty Inc. and RP1185 LLC and Kew Management Corporation, recorded on July 20, 2018, in/under/as CRFN 2018000241408 (affects Block 830, Lots 13, 17, 24 and 69).

35. Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 made by and between 41 Major Realty LLC and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241410 (affects Block 830, Lots 13, 14, 17, 24, 62, 67 and 69).

36. Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 made by and between 41 Major Realty LLC and RP1185 LLC, recorded on July 20, 2018, in/under/as CRFN 2018000241411 (affects Block 830, Lots 14, 17 and 24).

37. Light and Air Easement Agreement, dated as of July 2, 2018 made by and between 41 Major Realty LLC, RP1185 LLC and Kew Management Corporation, recorded on July 20, 2018, in/under/as CRFN 2018000241412 (affects Block 830, Lots 14, 17, 24 and 69).

38. Notice of Certification (Plaza), dated September 3, 2019, made by RP 1185 LLC, recorded on September 11, 2019, in/under/as CRFN 2019000292839.

39. Terms, covenants, conditions, provisions, and agreements of an unrecorded agreement, made by and between RP1181 LLC, landlord, and The Ritz-Carlton Hotel Company, L.L.C., tenant, as evidenced by that certain Memorandum of Lease dated as of July 2, 2018, recorded July 20, 2018, in/under/as CRFN 2018000241389.

40. All other covenants, restrictions and matters of record.

SCHEDULE B

INSPECTION STATEMENT

_____
_____
_____

Re: Unit No._____
The Ritz-Carlton Residences New York, Nomad
1185 Broadway Condominium

Ladies and Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items		Initials	Exceptions (if any)
Windows, window frames			
Electric fixtures & globes			
Interior painted surfaces			
Sinks, tubs, bowls & shower doors & trim			
Kitchen cabinets & counter tops			
Vanity tops & base			
Medicine cabinets, doors & mirror			
Hardware			

Items		Initials	Exceptions (if any)
Flooring			
Appliances			

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

SCHEDULE C

BILL OF SALE FOR PENTHOUSE UNIT FF&E

THIS BILL OF SALE is made as of the ____ day of _____, 20__, from RP1185 LLC, a Delaware limited liability company, having offices c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022 ("Seller"), to _____, having an address at _____ ("Purchaser").

R E C I T A L:

WHEREAS, contemporaneously with the execution and delivery of this Bill of Sale, Seller has sold and conveyed to Purchaser Penthouse Unit ____ at 1185 Broadway Condominium, located at 1185 Broadway, New York, New York by deed of even date herewith (hereinafter referred to as the "Unit"); and

WHEREAS, as part of the consideration for the conveyance of the Unit, Seller has agreed to convey to Purchaser the items of personal property referred to as the FF&E in the Offering Plan;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby sell, assign, and convey to Purchaser (without any representation or warranty whatsoever, except as expressly set forth in the Offering Plan), Seller's right, title and interest in and to the FF&E as set forth on the Configuration Plan annexed hereto as Exhibit A.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

This Bill of Sale shall be binding upon and shall inure to the benefit of Seller, Purchaser and their respective successors and assigns.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly signed as of the day and year first written above.

RP1185 LLC

By: _____
Name:
Title:

EXHIBIT A

[Configuration Plan to be annexed here for applicable Unit]

SCHEDULE D

FORM OF PURCHASER ACKNOWLEDGEMENT
TO BE SIGNED AT CLOSING

DISCLOSURE AND ACKNOWLEDGEMENT STATEMENT

The undersigned ("Purchaser") and RP1185 LLC ("Sponsor") are parties to that certain Agreement (the "Agreement") dated as of ____ __, 20__, pursuant to which Purchaser is acquiring, as of the date hereof, title to Penthouse Unit __ (the "Penthouse Unit") at 1185 Broadway Condominium (the "Condominium"), located at 1185 Broadway, New York, New York 10001 (the "Property"). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement, provided that the provisions of this Disclosure and Acknowledgement Statement shall survive the closing of title to the Penthouse Unit under the Agreement. In consideration of Sponsor's sale of the Penthouse Unit to Purchaser pursuant to the Agreement, Purchaser hereby acknowledges and agrees as follows:

1. Purchaser acknowledges that the Penthouse Unit is being developed and sold by Sponsor and not by The Ritz-Carlton Hotel Company, L.L.C. ("Ritz-Carlton") or any Ritz-Carlton Affiliate; (ii) neither the Ritz-Carlton nor any Ritz-Carlton Affiliate has confirmed the accuracy of any marketing or sales materials provided by Sponsor, is not part of or an agent for Sponsor and has not acted as broker, finder or agent in connection with the sale of the Penthouse Unit; (iii) Purchaser has no right to use and no interest in any of the Ritz-Carlton Marks (as defined below) except textual use of the approved name solely to identify the address of the Condominium or its Penthouse Unit; and (iv) Purchaser waives and releases Ritz-Carlton and any Ritz-Carlton Affiliate from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design or construction of the Penthouse Unit or the Condominium (including any buildings).

2. Purchaser hereby represents and warrants that (a) Purchaser entered into the Agreement and is closing on the purchase of the Penthouse Unit without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any brand affiliation or any monetary or financial advantage; (b) no statements, representations or documentation have been made or provided by Ritz-Carlton, Sponsor, or any of their respective agents, employees or representatives at any time prior to execution of this Disclosure and Acknowledgment Statement with respect to (i) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Penthouse Unit or other units, or (ii) the economic or tax benefits to be derived from ownership of the Penthouse Unit; or (iii) any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential, including any projections regarding returns from rental of the Penthouse Unit; (d) the decision to enter into the Agreement or close the purchase of the Penthouse Unit was not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Penthouse Unit; and (e) Purchaser understands that it may choose to participate in an

arrangement for the rental of the Penthouse Unit and participation in any such arrangement is voluntary.

3. Purchaser further acknowledges that, in the event the management agreement between Sponsor (or any successor owner of the unit knowns as the "Hotel Unit" at the Condominium) and Ritz-Carlton (such agreement, as may be amended from time to time by the parties thereto, the "Hotel Management Agreement") for the management of the hotel being operated at the Property (the "Hotel") is terminated for any reason, Ritz-Carlton has the right to terminate the management agreement for the Condominium between the board of managers of the Condominium and Ritz-Carlton (the "Condominium Management Agreement"), and if Ritz-Carlton does so, or if the Condominium Management Agreement is otherwise terminated for any reason, all use of the name "Ritz-Carlton", the Lion and Crown logo, and all other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "Ritz-Carlton Marks") will cease at or in relation to the Condominium (including any building) and the Penthouse Unit, all indicia of affiliation of the Condominium with Ritz-Carlton, including all signs or other materials bearing any of the Ritz-Carlton Marks, will be removed from the Condominium (including any buildings), and all services to be provided by Ritz-Carlton to the Condominium will cease.

4. So long as the Condominium Management Agreement is in effect, the Condominium will have the right to be known as "The Ritz-Carlton Residences New York, Nomad" or by any other name as may be approved by the Ritz-Carlton and the Hotel Unit Owner (the "Branded Name"). Use of the Branded Name and the Ritz-Carlton Marks will be limited to (i) use of the Branded Name by the managing agent for the Condominium on signage on or about the Condominium, and (ii) textual use of the Branded Name by the Condominium, the Condominium Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. No other use will be permitted of the Branded Name or the Ritz-Carlton Marks. All uses of the Branded Name and the Ritz-Carlton Marks in relation to the Condominium (including any building) and the units therein, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement. The legal name of the Condominium is "1185 Broadway Condominium" (the "Legal Name") an all legal documents and instruments pertaining to the Condominium will use the Legal Name.

5. Purchaser acknowledges that Ritz-Carlton reserves the right (whether through itself or through an affiliate) to license and/or operate any other residential project using the Ritz-Carlton Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

6. Purchaser acknowledges that (i) Purchaser has received information concerning certain services provided by Ritz-Carlton, including the "Hotel Reservation Service" and Purchaser understands that participation in these services is voluntary and is not part of any contractual agreement with Ritz-Carlton. Accordingly, such services and their terms and conditions may be modified, extended or discontinued from time to time without prior notice (including upon the cessation of management of the Hotel or the Condominium by Ritz-Carlton or its affiliates). Purchaser further acknowledges that the continued availability of any such

service, including the "Hotel Reservation Service", is not necessary for Purchaser's use and enjoyment of its Penthouse Unit and that Purchaser did not make its decision to purchase the Penthouse Unit in reliance on the continued availability, renewal or extension of any such service, including the "Hotel Reservation Service".

7. Purchaser agrees that this Disclosure and Acknowledgement Statement may be relied upon by Sponsor and Ritz-Carlton, their affiliates, and their respective successors and assigns.

ACKNOWLEDGEMENT

The undersigned Purchaser(s) acknowledge(s) that he/they have read this Disclosure and Acknowledgement Statement

_____
Purchaser

_____
Purchaser

Executed this __ day of _____, 20__.

ESCROW RIDER

To Agreement dated: _____ __, 20__ Covering Penthouse Unit(s): _____
Sponsor: RP1185 LLC
Purchaser(s): _____
Escrow Agent: Kramer, Levin, Naftalis & Frankel LLP

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Plan, as applicable.

1. The law firm of Kramer, Levin, Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number 212-715-9100, shall serve as escrow agent for Sponsor and Purchaser under the captioned Agreement and shall also serve as legal counsel to Sponsor (referred to hereinafter as "Escrow Agent" or "Kramer Levin"). Escrow Agent has designated the following attorneys to serve as signatories: Jay A. Neveloff, Jonathan H. Canter, Daniel Berman and Josh Winefsky. 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 Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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 Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

3. The Escrow Agent has established the escrow account at Citibank, N.A., located at 153 East 53rd Street, New York, New York (the "Bank"), a bank authorized to do business in the State of New York. The name of the Escrow Account will be "1185 Broadway Condominium Attorney Escrow Account" or similar name (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. If Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

4. All Deposits received from Purchaser shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer, Levin, Naftalis & Frankel LLP, as escrow agent." At Sponsor's option, Sponsor may require that all or any portion of the Deposit and/or the Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from

time to time. As of November 16, 2020, such rate was 0.05% for deposits under $100,000 and 0.08% for deposits of $100,000 or greater. The actual initial interest rate for the Escrow Account with respect to Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for Purchaser, from time to time. Interest shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest, if any, will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on Purchaser's Deposit shall be paid to or credited to Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within five (5) business days after the Agreement has been tendered to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit into 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 a written agreement between Purchaser and Sponsor. As used herein "tender" or "tendered" shall mean the date delivered by hand or five (5) business days after being sent by mail or courier.

7. 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 and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the 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, 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.

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

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 an amendment following the First Closing 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.

10. The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Agreement 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.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) immediately above, and 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 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 Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

Sponsor 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.

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.

11. Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of 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 Agreement, Plan, or any amendment thereto.

12. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

13. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations, in each case, to the extent applicable under GBL §§ 352(e)(2-b) and 352(h).

14. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

15. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

16. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any 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.

17. Notwithstanding anything else in this Agreement, since Kramer Levin is legal counsel to Sponsor, and that attorney-client relationship has been disclosed to Purchaser, Purchaser agrees that Kramer Levin may represent and continue to represent Sponsor as its legal counsel, including but not limited to in any dispute between the Sponsor and Purchaser, and waives any potential conflict that may exist by reason of Kramer Levin's designation as Escrow Agent. Such agreement by Purchaser in no way affects the legal and contractual obligations of Escrow Agent pursuant to this Agreement or governing law, with respect to the maintenance or release of the Deposit. Purchaser further acknowledges and agrees that any privileges or protections that result from the disclosed attorney-client relationship between Kramer Levin and Sponsor, including but not limited to the attorney-client privilege and work product protection, are expressly preserved notwithstanding Kramer Levin's additional role as Escrow Agent. Purchaser represents and covenants that it will not seek to discover or obtain communications or information subject to any such privilege or protection, in the event of a dispute or otherwise, on the ground of Kramer Levin's role as Escrow Agent or its obligations to Purchaser with respect to the Deposit hereunder.

18. 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 Agreement.

19. 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. Notwithstanding the foregoing, to the extent the Deposit is released *to*

Sponsor in accordance with the terms of this Escrow Rider, Escrow Agent may disburse payment of Sponsor's legal fees from the Deposit.

20. 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 the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, 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 the Agreement or this Escrow Rider, 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.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

SPONSOR:

RP1185 LLC

By:_____
Name:
Title:

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

ESCROW AGENT:

KRAMER, LEVIN, NAFTALIS & FRANKEL LLP

By:_____
Name:
Title: a Partner

EXHIBIT 1A

FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

***Note.** 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 1B

FORM OF CERTIFICATE OF FOREIGN STATUS (W-8BEN)

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 2

FORM OF PENTHOUSE UNIT OWNER POWER OF ATTORNEY

UNIT OWNER'S
POWER OF ATTORNEY

_____

to

THE CONDOMINIUM BOARD OF
1185 BROADWAY CONDOMINIUM

1185 BROADWAY CONDOMINIUM
1185 Broadway
New York, New York 10001
Penthouse Unit No. _____

County: New York
Block: 830
Lot: ____

Record and Return to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Jay A. Neveloff, Esq.

UNIT OWNER'S
POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are used in that certain Declaration, dated as of _____, 20___, by RP1185 LLC pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as 1185 Broadway Condominium, 1185 Broadway, New York, New York 10001 (hereinafter called the "**Condominium**"), which Declaration was recorded in the New York County Office of the Register of the City of New York (hereinafter called the "**Register's Office**") on _____, 20___, as CRFN_____ (as the same may have been amended, hereinafter called the "**Declaration**"), shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration.

The undersigned: _____, residing at: _____, the owner of the condominium unit (hereinafter called the "**Unit**") known as Unit No. _____ at the Condominium, said Unit(s) being so designated and described in the Declaration and also designated as Tax Lot __ in Block 830 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by Rafael Vinoly Architects PC on _____, 20___, and filed with the Real Property Assessment Bureau of the City of New York on _____, 20___, as Condominium Plan No. _____ and also filed in the Register's Office on _____, 20___, as Condominium Plan No. _____, [does/do] hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute:

A. the Board of the Condominium (the **"Board"**), jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest (in such form and content as the Board shall determine), in the name of the Board or its designee, corporate or otherwise, but subject in all respects to the provisions of the Declaration and the By-Laws (collectively, the "**Condominium Documents**"), then in effect, to:

(i) acquire in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Board's lien for unpaid Common Charges;

(b) whose owner desires to surrender the same to the Board; or

(c) 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 said attorneys-in-fact shall deem proper;

(ii) acquire or lease in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit, together with its appurtenant Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as shall be approved by such attorneys-in-fact in its reasonable discretion;

(iii) after any such acquisition, or leasing, to convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any such Unit so acquired or to sublease any Unit so leased by them, without the necessity of any 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 and to said Unit which the undersigned could do if personally present;

(iv) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or

(b) following due authorization by any affected Unit Owner(s) to the extent required in the Declaration or the By-Laws, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, or any of the Common Elements, in each case that the Board deems necessary or appropriate; and

(v) execute, acknowledge and deliver (if any Penthouse Unit Owner shall fail to execute and deliver the same) a Unit Management Agreement and cause to be recorded in the City Register's Office a Memorandum of Unit Management Agreement, each in the form then required by the Hotel Manager.

B. RP1185 LLC (in its capacity as a Declarant under the Declaration and as sponsor of the Offering Plan for the Condominium, the "**Sponsor**"), even after no Unsold Units remain, true and lawful attorney-in-fact for the undersigned, coupled with an interest (in such form and content as the Board shall determine), with power of substitution in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents, then in effect:

(i) to execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, including in order to obtain a permanent certificate of occupancy, or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment:

(a) 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 Sponsor in accordance with the Declaration; or

(b) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Penthouse Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Penthouse Unit; and

(ii) to amend this Declaration and to effectuate the rights granted to Sponsor, Declarant and/or the Hotel Unit Owner under the Declaration and the By-Laws and the Offering Plan and to consent on behalf of the undersigned, as a party in interest, to any declaration or other agreement, including without limitation, a zoning lot development agreement, easement agreement or license agreement, effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of transferring to or from the Hotel Unit Owner, or its successors or assigns, all or any portion of the Development Rights.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Unit Owner's Power of Attorney as of the ____ day of _____, 20___.

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT 3

FORM OF PENTHOUSE UNIT DEED

CONDOMINIUM UNIT DEED

RP1185 LLC

TO

_____

1185 BROADWAY CONDOMINIUM
1185 Broadway
New York, New York 10001
Unit _____

County: New York
Block: 830
Lot: _____

Record and Return to:

CONDOMINIUM UNIT DEED

THIS INDENTURE is made the ___ day of _____, 20___, by and between **RP1185 LLC**, a Delaware limited liability company having an office at c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022 (hereinafter called "**Grantor**") and _____, having an address at _____ (hereinafter called "**Grantee**").

W I T N E S S E T H:

That Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Condominium Unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as 1185 Broadway Condominium and by the street address 1185 Broadway, New York, New York 10001, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described as Unit _____ in that certain declaration, dated as of _____, 20___ , made by Grantor, Declarant, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York (the **"City Register's Office"**) on _____, 201__, as CRFN _____ (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot __in Block 830 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Rafael Vinoly Architects PC on _____, 20___, and filed with the Real Property Assessment Bureau of The City of New York on _____, 20___, as Condominium Plan No. ___ and also filed in the City Register's Office on _____, 20___, as CRFN _____;

together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) of 1185 Broadway Condominium;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and By-Laws of 1185 Broadway Condominium, as each of the same may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**By-Laws**"), including, without limitation, the restrictions and other provisions with respect to the permitted uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; subject also to such other liens, agreements, covenants, easements,

restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**").

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of 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 that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Except as otherwise specifically provided in the Declaration or in the By-Laws, the Unit is intended for transient occupancy only.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Offering Plan and the Agreement (each as defined in the By-Laws), and the Declaration and By-Laws. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that 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 improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby 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, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

RP1185 LLC

By:_____
Name:
Title:

PURCHASER:

_____
(Purchaser's Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE LAND

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THERON ERECTED, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET WITH THE WESTERLY SIDE OF BROADWAY;

THENCE NORTHWESTERLY ALONG THE WESTERLY SIDE OF BROADWAY, ONE HUNDRED FIVE FEET, NINE INCHES;

THENCE WESTERLY AND PARALLEL OR NEARLY SO WITH TWENTY-EIGHTH STREET, ONE HUNDRED AND FIFTY-ONE FEET, TWO AND ONE HALF INCHES;

THENCE SOUTHERLY AND PARALLEL WITH SIXTH AVENUE, NINETY-EIGHT FEET, NINE INCHES TO THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET;

THENCE EASTERLY ALONG THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET, ONE HUNDRED AND EIGHTY-NINE FEET TO THE POINT OR PLACE OF BEGINNING.

EXHIBIT 4

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

DESCRIPTION OF PROPERTY AND SPECIFICATIONS
1185 Broadway Condominium
New York, New York

All floor references, unless otherwise noted, refer to the "marketing floor" designation as shown in Section G below.

A. LOCATION AND USE OF PROPERTY

1. ADDRESS: 1185 Broadway
   New York, New York 10001

2. BLOCK NO.: 830

   LOT NO.: Lot No. 24

3. ZONING DISTRICT: M1-6 Manufacturing District

4. PERMISSIBLE USES: Use Groups 4 (limited UG-4A, UG-4B, UG-4C), 5-14, 16, 17 as per New York Zoning Resolution (the "Zoning Resolution"), which permits Retail & Commercial, Community Facility, General Service, and Manufacturing Use Groups. The proposed uses will comply with all legally permissible zoning and use requirements.

   Since the Building is located in an area zoned M1-6 under the Zoning Resolution, each of Penthouse Units (as hereinafter defined) may be used only for transient occupancy and for no other purpose, and in all events subject to all laws and the Condominium's declaration (the "Declaration") and annexed by-laws (the "By-Laws", which together with the Declaration are referred to herein as the "Condominium Documents"). In order to comply with the use restrictions with respect to the Penthouse Units under the Zoning Resolution and otherwise, the Condominium Documents provide that no Penthouse Unit may be occupied by the owner thereof, or any other individual, in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis. **The above occupancy restrictions, based upon conversations with officials of the New York City Department of Buildings ("DOB") and practices as applied to other similar properties, are provided for informational purposes. Neither Sponsor nor the undersigned has undertaken to confirm the legality of these restrictions with DOB as applicable to the Condominium, and neither Sponsor nor the undersigned makes any representation or warranty with respect to the requirements or interpretations of the Zoning Resolution regarding the permitted use of**

the Penthouse Units. Purchasers of Penthouse Units should consult with their attorneys in order to fully understand the use restrictions imposed upon Penthouse Units under the Zoning Resolution.

The parcels below, adjacent to or within close proximity to the Land include (i) Block 830, Lot 62, known by the street address 1201 Broadway, New York, NY (the "1201 Broadway Parcel"), (ii) Block 830, Lot 67, known by the street address 32 West 29th Street, New York, NY (the "32 West 29th Street Parcel"), (iii) Block 830, Lot 69, known by the street address 36-40 West 29th Street, New York, NY (the "36-40 West 29th Street Parcel"), (iv) Block 830, Lot 14, known by the street address 41 West 28th Street, New York, NY (the "41 West 28th Street Parcel"), and (v) Block 830, Lot 13, known by the street address 43 West 28th Street, New York, NY (the "43 West 28th Street Parcel") (all of the foregoing collectively, the "Adjacent Parcels"). The Building is intended to be constructed adjacent to one or more of the Adjacent Parcels. The following existing agreements (the "Adjacent Parcel Agreements"), summarized below, relate to the Land and the Adjacent Parcels:

1. **Declarations of Zoning Lot Restrictions**. The Land and the Adjacent Parcels were merged into a single zoning lot pursuant to a series of Declarations of Zoning Lot Restrictions, as follows: (i) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the Office of the City Register (the "City Register's Office") on July 20, 2018 as CRFN. 2018000241393, merging the Land and the 1201 Parcel into a single zoning lot; (ii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241399, merging the Land, the 1201 Parcel and the 32 West 29th Street Parcel into a single zoning lot; (iii) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241403, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel into a single zoning lot; (iv) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241406, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel and the 41 West 28th Street Parcel into a single zoning lot; and (v) Declaration of Zoning Lot Restrictions, dated as of July 2, 2018, and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241410, merging the Land, the 1201 Parcel, the 32 West 29th Street Parcel, the 36-40 West 29th Street Parcel, the 41 West 28th Street Parcel and the 43 West 28th Street Parcel into a single zoning lot.

2. **Zoning Lot Development and Easement Agreements**. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following agreements: (i) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241394, affecting the Land, the 1201 Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 1201

Parcel to the Land, (b) a light and air easement for the benefit of the 1201 Parcel over a portion of the Land for a period of 30 years, and (c) certain other covenants and restrictions related to the zoning lot; (ii) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241400, affecting the Land, the 32 West 29th Street Parcel and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through development rights from other parcels within Block 830 to the Land (but no development rights were transferred from the 32 West 29th Street Parcel), (b) a light and air easement for the benefit of the Land over a portion of the 32 West 29th Street Parcel, subject to termination if such light and air easement is not required pursuant to legal requirements, and (c) certain other covenants and restrictions related to the zoning lot; (iii) Zoning Lot Development Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN. 2018000241404, affecting the Land and the 36-40 West 29th Street Parcel, which provided, inter alia, for: (a) the right to pass-through development rights from the 41 West 28th Street Parcel and the 43 West 28th Street Parcel to the Land (but no development rights were transferred from the 36-40 West 29th Street Parcel), and (b) certain other covenants and restrictions related to the zoning lot; (iv) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241407, affecting the Land and the 41 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 41 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land over a portion of the 41 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot; and (v) Zoning Lot Development and Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241411, affecting the Land and the 43 West 28th Street Parcel, which provided, inter alia, for: (a) the transfer of certain development rights from the 43 West 28th Street Parcel to the Land, (b) a light and air easement for the benefit of the Land Parcel over a portion of the 43 West 28th Street Parcel, and (c) certain other covenants and restrictions related to the zoning lot. Purchasers are advised that if the light and air easement referred to above in clause (ii)(b) of this paragraph 2 is, in fact, terminated, such termination shall have no effect on the Property being in compliance with applicable laws, however, the same may impact a Purchaser's views since the granting property may be built higher, and Sponsor, makes no representation with respect thereto.

3. **Light and Air Easement Agreements**. The predecessor in interest to the Sponsor and the owners of the Adjacent Parcels entered into the following separate light and air easement agreements which were entered into in furtherance of the light and air easements granted under the Zoning Lot Development and Easement Agreements described in Section 2(iv) and (v) above: (i) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241408, which granted a light and air easement for the benefit of

the Land over a portion of the 41 West 28th Street Parcel; and (ii) Light and Air Easement Agreement, dated as of July 2, 2018 and recorded in the City Register's Office on July 20, 2018 as CRFN 2018000241412, which granted a light and air easement for the benefit of the Land over a portion of the 43 West 28th Street Parcel.

Purchasers are advised that as a result of the light and air Easement benefiting the 1201 Parcel, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner into the volume of space covered by the Light and Air Easement will not be possible during the 30-year period provided for in the Zoning Lot Development and Easement Agreement with the owner of the 1201 Parcel. Purchasers are advised that the Condominium will not benefit in any material way from any light and air easement over the 1201 Parcel, the 36-40 West 29th Street Parcel and any other parcels of land located within Block 830. Therefore, Sponsor makes no representation regarding future development at such sites. Copies of the Adjacent Parcel Agreements, to the extent the same have been otherwise made publicly available, will be available for inspection at the offices of the selling agent(s).

B. STATUS OF CONSTRUCTION

1. YEAR BUILT

The project is new construction. The construction started in July of 2018 and based on current construction schedule as of the date of this report, it is anticipated that it will be sufficiently completed to allow closings of title to Hotel Suite Units to occur on or about October, 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. CLASS OF CONSTRUCTION

The building which is the subject of this report (the "Building") will be classified as Class I-A (Non-Combustible) and will conform to all applicable regulations of the 2014 Building Code of the City of New York ("Building Code"). Class I-A construction is defined in the Building Code (Table 601) as including a 3-hour fire-resistance rated structural frame, 3-hour fire-resistance rated exterior bearing walls, 2-hour fire-resistance floor construction, and 1-1/2 hour fire-resistance rated roof construction. There are no interior bearing walls. Interior partition walls in the building are unrated, 1-hour, 2-hour, and 3-hour fire-resistance rated assemblies depending on their location and the spaces that they enclose and demise. Partition walls between Penthouse Units and between Penthouse Units and the Hotel Unit are 1-hour fire-resistance rated partitions. Partition walls enclosing stairs and elevators are 2-hour fire-resistance rated partitions.

3. CERTIFICATE OF OCCUPANCY

Prior to any closing of a Penthouse Unit under the offering plan filed with the New York State Department of Law with respect thereto (the "Plan" or the "Offering Plan"), the Sponsor will obtain a Temporary Certificate of Occupancy for such Unit from the Department of Buildings of the City of New York ("DOB"). After completion of construction, the Sponsor will apply for a final Certificate of Occupancy for the Building from the DOB.

4. ALTERATIONS AND PERMIT NUMBERS

The foundation plans were filed under Job # 121190371 with DOB and approved on February 2, 2018 in compliance with all applicable regulations for new buildings. Following the Foundation approval, there have been Post Approval Amendments (PAA) that have been filed and approved; the most current was approved on November 7, 2019.

The underground piping plans were filed and approved under DOB ALT.2 #: 140735248 on March 5, 2018. There was a Post Approval Amendment (PAA) approved on February 6, 2019.

The tower was filed under NB # 121190371 and approved on October 22, 2018. Following the New Building approval, there have been Post Approval Amendments (PAA) that have been filed and approved; the most current was approved on February 11, 2021.

This is not a Self-Certified project. The Architect preparing this report has not and will not be retained to perform Special Inspections.

5. OTHER

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of equal or better quality (as defined in the Offering Plan). Sponsor also reserves the right to modify plans filed with DOB to conform to this report.

C. SITE

1. SIZE

In accordance with the Survey prepared by Langan Engineering dated December 01, 2017; the site has a calculated frontage of 189.00' along 28th Street and a calculated frontage 105.75' along Broadway. The area of the land on which the Building is being built is approximately 16,798 square feet.

2. BUILDING USE

There will be one 38-story plus roofs (above grade) Building which shall have 3 cellar levels.

The Building will include a hotel unit (the "Hotel Unit") at portions of all 3 cellar levels and floors 1 through 44; and 16 individual for sale condominium units (the "Penthouse Units") at floors PH38 through PH41. The exterior of the Building at the first floor will feature a public plaza (the "Public Plaza"). The Hotel Unit will feature, among other things, a lobby and reception areas,

food and beverage areas, hotel guest service offices, support offices, staff and hotel support spaces, a spa and fitness center, banquet halls and ancillary spaces, hotel rooms at floors 14 through 37 and various mechanical and service areas, corridors, stairs and elevators. Certain portions of the Hotel Unit, including, but not limited to, the entrance, lobby, certain reception areas, the elevators, certain corridors (on Penthouse Unit floors or otherwise) the bicycle room, saunas and steam rooms, the locker rooms and fitness center (the "Shared Areas"), will be shared with the owners and occupants of the Penthouse Units as more particularly set forth in the Plan. Sponsor reserves to make change to the Units in accordance with the terms of the offering plan. See Section G4 of this Report for floor numbering descriptions.

As of the date hereof, Sponsor anticipates that restaurant and bar uses (Zoning Group 10) will be located on portions of the first and second floors of the Building and that a bar will be located on floor 42 of the Building.

3. STREETS OWNED AND MAINTAINED BY THE PROJECT:

The property fronts on West 28th Street on the South, and Broadway on the East. The streets are paved with asphalt with extensive patching and are owned and maintained by the City of New York. No Street is owned by the project. New asphalt will be paved on both 28th Street and Broadway to five feet past the road centerline. There are bars and night-clubs in the vicinity which can also be a source of substantial noise.

A description of curbing, catch basins and street lighting is provided in Section C4 below. To the best of our knowledge, the paving, curbing, catch basins and street lighting at the project are in conformity with local fire district, town or municipal building codes, as applicable.

4. DRIVES, SIDEWALKS AND RAMPS:

(i)	Paving:	Sidewalks to be newly poured concrete.
(ii)	Curbing:	New steel-faced concrete or granite curbs will be provided.
(iii)	Drainage:	The curb will maintain the existing drainage flow to existing catch basin located at the corner of Broadway and W 28th Street on the project frontage. The streets are presently pitched to an existing catch basin on the property frontage that flows to a combined NYCDEP sewer. Sidewalks are sloped to drain water away from the foundation of the building. The existing catch basin is currently functioning.

(iv) Street Lighting: A street light shall be relocated on the project's W 28th Street frontage and will be operated and maintained by the City of New York. An existing street light on the Broadway frontage, which is in operable condition will remain and be operated and maintained by the City of New York.

(v) Other: Existing MTA subway grating which is outside the Property line along Broadway is to remain. Existing Subway entrance which is outside the Property line along West 28th Street is to remain. Existing sidewalk vaults located on West 28th Street are being abandoned in place in accordance with NYC DOT requirements.

New Con Edison electrical vaults are being provided on West 28th street in front of the Public Plaza.

The condominium will not need to obtain Right-of-Egress from an adjacent neighbor.

The new concrete sidewalk will be free of tripping hazard and ponding and will contain detectable warning surfaces at sidewalk pedestrian ramp at corner of Broadway and 28th Street.

There will be an entrance marquee that will extend over the property line and encroach into the public right-of-way as permitted by Code.

(vi) Status: All items above that will be provided by the building sponsor will be in conformity with local fire and building codes.

Sidewalks and curbcut ramps will conform to building and accessibility codes.

D. UTILITIES

1. ELECTRICITY Electricity will be provided by ConEdison, a regulated company. The total electricity consumed for the Building will be metered. Each Penthouse Unit will be sub-metered and the cost for electricity consumed in each such Unit and any demand charges included in the rate classification shall be billed to each unit owner. Electricity consumed in the Hotel Unit will be sub-metered and billed to the Hotel Unit Owner, provided that certain components of

such electricity costs incurred by the Hotel Unit Owner may be partially allocated and charged to each individual Penthouse Unit Owner as part of their common charges, representing reimbursement to the Hotel Unit Owner for operation of the Shared Areas, all as more particularly set forth in the projected budget for first year of condominium operation set forth in the Plan (the "First Year's Budget").

2. GAS — Gas will be provided to the building by ConEdison. Gas consumed in the Hotel Unit will be billed to the Hotel Unit Owner, provided that certain components of such gas costs incurred by the Hotel Unit Owner may be partially allocated and charged to each individual Penthouse Unit Owner as part of their common charges, representing reimbursement to the Hotel Unit Owner for operation of the Shared Areas, all as more particularly set forth in the First Year's Budget.

3. WATER & SEWER — Water and Sewer service will be provided by the City of New York. The charges for water and sewer service provided to the Building will be levied on the basis of metered usage and the cost of the same will be borne by all Unit Owners as a common expense, as more particularly set forth in the First Year's Budget, provided that certain areas of the Hotel Unit, including but not limited to, food and beverage areas of the Hotel Unit may have separate sub-meters and the Hotel Unit Owner will be charged directly for consumption in such areas. Water makeup to the cooling towers will be separately metered and subtracted from the overall building water usage for purposes of calculating the sewer charge (which is calculated based upon the overall building water usage), which amount shall be a common expense, as more particularly set forth in the First Year's Budget.

4. TELEPHONE/CABLE/INTERNET — Each of the Penthouse Units will be wired for telephone, cable and internet service through one or more service providers. Each Penthouse Unit Owner will be responsible for the cost associated with the same payable directly to the provider or through the Hotel Unit Owner, as determined by the Condominium Manager or the Hotel Manager from time to time.

E. SUB-SOIL CONDITIONS

According to the Geotechnical Investigation Report prepared by RA Consultants LLC, dated June 18, 2015, the general subsurface conditions at the site consist of uncontrolled fill (Stratum 1); decomposed rock (Stratum 2) and bedrock (Stratum 3). Stabilized groundwater is above the lowest cellar level.

A foundation system has been designed to support the structure. Uneven settling of the building structure and foundation movement have not been observed.

A continuous positive-side below-grade waterproofing membrane will be installed behind the foundation walls, beneath the Cellar 3 slab, and

beneath and around the footings. Moisture infiltration or seepage or groundwater infiltration has not been observed.

Land subsidence and expansive soils have not been observed or reported.

Lead contaminated soil was discovered and treated on site and disposed as non-hazardous soil.

According to Flood Insurance Rate Maps (FEMA 2007 Map and FEMA Preliminary 2013 Map), the site development area is outside the Special Flood Hazard Area subject to inundation by the 1% annual chance flood (100-year flood zone) and 0.2% annual chance floodplain boundary (500-year flood zone), and therefore requires no special flood-proofing based on current codes as of the date of this Report.

Except to the extent otherwise expressly provided herein, the undersigned has no actual knowledge of any environmental site issues present at the property that would materially impact the offering.

F. LANDSCAPE AND ENCLOSURES

1. GROUND COVER

The groundcovers proposed in the Public Plaza will consist of various grasses and hedges.

2. PLANTING AREAS

The planting areas proposed throughout the Public Plaza will vary in height. The planting will consist of shrubs, perennials, groundcover and/or bulbs.

3. TREES

There are 0 existing street trees on the zoning lot. 27 additional street trees are required per zoning regulations. Due to the limited street frontage and conflicts with utilities, a one-time fee will be paid by Sponsor into the NYC Department of Parks and Recreation Tree Fund in lieu of planting the required number of trees in front of the site.

A total of seven trees are being provided in the Public Plaza

4. FENCING — There is no proposed fencing.

5. GATES — No site gates will be provided.

6. GARDEN WALLS

On the west side of the Public Plaza a garden trellis will be constructed adjacent to an existing building. The trellis will be constructed of metal columns anchored to the structure below, horizontal metal rods and a metal mesh to facilitate vine and plant climbing. All planting will be placed in a raised planter at the base of the trellis. A similar but smaller trellis on the

east side of the Public Plaza will be constructed and attached to the proposed building.

7. RETAINING WALLS

There will be no retaining walls other than the foundation walls.

8. DISPLAY POOLS

There are no display pools.

G. BUILDING SIZE

1. TOTAL HEIGHT — The approximate total height from the Building lobby finished floor elevation to the top of the main roof enclosure is 507.25'.

2. CRAWL SPACES — There will be no crawl spaces.

3. No of CELLARS — There will be 3 cellar levels.

4. No of FLOORS — There are 38 stories plus four (4) roof levels, above grade.

For the purposes of Marketing, floors 8-13 have been excluded. Construction necessitates a realistic numbering of floors; therefore, two different methods of numbering floors exist, and are shown below:

Construction Floors (Actual)	Marketing Floors
Cellar 3	Cellar 3
Cellar 2	Cellar 2
Cellar 1	Cellar 1
1	1
2	2
3	3
4	4
5	5
5 Roof	5 Roof
6	6
7	7
8	14
9	15
10	16
11	17
12	18
13	19
14	20
15	21
16	22

17.....23
18.....24
19.....25
20.....26
21.....27
22.....28
23.....29
24.....30
25.....31
26.....32
27.....33
28.....34
29.....35
30.....36
31.....37
32.....PH38
33.....PH39
34.....PH40
35.....PH41
35 Roof.....PH41 Roof
36.....42
36 Roof.....42 Roof
37.....43
38.....44
Roof.....Roof

Please note that the Offering Plan, all floor plans and other references to floors in this report will utilize the marketing numbering of floors.

5. EQUIPMENT ROOMS

There will be Mechanical and Equipment Rooms at the Cellar 3, Cellar 2, Cellar 1, 4th, 6th, 7th, 43rd, and 44th floors. These Mechanical and Equipment rooms include rooms for point-of-entry for water, gas, sanitary, and electrical services into the building; rooms for air handling or air conditioning units, electrical switchgear, domestic water pumps, fire pumps, sanitary pumps, electrical generator, elevator machine rooms, boiler rooms, and rooms for other mechanical, electrical, plumbing and fire protection equipment essential to building services.

6. PARAPETS

Height from top of Roof finish to top of parapet or rail will be a minimum of 3'-6" above finished roof. In locations where a parapet or rail is not provided, a fall-arrest system will be provided.

H. STRUCTURAL SYSTEMS

The structural design of the foundations and superstructure will be in accordance with the 2014 NYC Building Code, including all regulations for wind and seismic loads.

The building structure will consist of Reinforced Concrete shallow foundations bearing on Class 1a, 1b and 1c rock or better and a cast-in-place reinforced concrete superstructure with post-tensioned slabs and reinforced concrete columns and shear walls.

A continuous positive-side below-grade waterproofing membrane will be installed behind the foundation walls, beneath the Cellar 3 slab, and beneath and around the footings. An under-slab drainage system is provided beneath the Cellar 3 slab. All underground concrete work will be provided with waterproofing membrane and waterstops will be placed between cold joints in concrete to prevent water infiltration. On the north and west vertical foundation walls, drainage board will be placed on the outboard side of the waterproofing membrane; on the south and east sides of the vertical foundation walls, rigid insulation will be placed over the drainage board which will be placed on the outboard sides of the waterproofing membrane.

Structural floor assemblies at the Penthouse Units consist of a 9" thick post-tensioned concrete flat slab. A 10mm rubber underlayment acoustic mat (Pliteq Geniemat RST-10mm or similar) will be placed above the structural slab and below the finish flooring material (ref Section W.)

Acoustically tested products and assemblies will be specified to achieve code required sound transmission class (STC) and impact insulation class (IIC) ratings. This includes sound attenuating partition assemblies and resilient floor underlayment materials.

The overall drift of the building for the 10-year wind load is H/400, where H is the overall height of the building. The inter-story drift for the 10-year wind load is h/380, where h is the floor-to-floor height between two consecutive floors. No mitigating elements are provided.

Adjacent buildings on Lots 16, 62, and 67 are provided with underpinning piers and tieback anchors secured to rock.

1. EXTERIOR OF BUILDING

(i) Walls

The exterior walls at the Penthouse Units will generally be comprised of (a) precast concrete panels and/or (b) thermally broken window wall. The precast concrete panels will be supported on edges of structural floor slabs and columns and will be insulated on the interior side with mineral wool insulation and covered with a vapor barrier and gypsum wall board. System assembly U-value for the full height precast

concrete wall panels with insulation is 0.064; the system U-value for the precast concrete spandrels with insulation is 0.074. The precast concrete panels will form a barrier wall system with joints sealed with silicone to prevent water infiltration. Window wall glazing units will be silicone sealed to the frames and adjacent precast concrete panels and will be pressure gasketed between adjacent window wall glazing units. Water that penetrates the pressure gaskets will drain through an internal gutter system to the Building exterior. Window wall units are more particularly described in section H1(ii) below.

The hotel unit will also have the same exterior walls as the Penthouse Units, except at some portions of the building including but not limited to podium levels, amenity levels, building core, mechanical floors, and Stair C, some of which include shared spaces with the Penthouse Units, will also have exterior walls generally comprised of a) metal stud partition walls with aluminum cladding; and/or b) metal stud partition walls with air and weather barrier coatings; and/or c) barrier-type EIFS systems. Metal stud partition walls with aluminum composite panels will have a waterproofing membrane and mineral insulation secured to the gypsum board behind the aluminum composite panels. System assembly U-value for the metal panel rainscreen is 0.051. Aluminum composite panels will form a barrier wall system with joints sealed with silicone to prevent water infiltration. Metal stud partition walls with liquid applied air and weather barriers on the exterior will have insulation both inside the stud partition wall and on the inboard side of the stud partition wall and will have an exposed vapor barrier; these walls will have a system assembly U-value of 0.05. Metal stud partition walls with liquid applied air and weather barriers on the exterior will have architectural grilles on the outboard side that will not contribute to the system assembly U-value.

The Building will feature a barrier-type Exterior Insulated Finish System (EIFS). In certain areas, there will be exposed concrete core and shear walls as well as concrete columns and beams. Various aspects of the exterior wall components, including, but not limited to, hydrophobic and elastomeric coatings provided at these areas will require ongoing maintenance and repair in order to prevent water migration. The same shall be the responsibility of the Hotel Unit Owner, but the cost thereof may be charged, in part, to the Penthouse Unit Owners in accordance with the Condominium's governing documents. Certain exterior walls of the Building will feature architectural grilles which will serve an aesthetic purpose only. Other decorative materials,

inclusive of metal panel cladding systems, may be used on the exterior of the building. Additionally, at certain floors where there are active mechanical intakes and exhausts, there will be a storm-resistant louver system installed, manufactured by CS Louvers or equal, and comprised of aluminum extruded profiles secured to surrounding construction.

Exterior walls orthogonal to and within 20' of a neighboring property line will be 1-hour fire resistance rated as required by Building Code. Where required, 1-hour fire resistance rated walls include masonry walls, cast-in place concrete walls, precast concrete panel assemblies and fire-rated shaftwall constructions behind shadow-box glazed window assemblies.

Façade Inspection and Safety Program (FISP formally called Local Law 11/ 1998) is applicable. Following construction, the exterior building façade will have to be inspected by a licensed professional engineer or architect every 5 years during standard reporting periods established by the City of New York.

(ii) Windows

The window wall units, including any windowed storefronts, will be a combination of clear insulating, laminated and non-laminated vision glazing and/or vision glazing with shadow box assemblies. The window wall units will be shop assembled, pre-glazed window wall units with thermally broken, project out awning-type operable windows and will be manufactured by Wausau, in certain instances, or Oldcastle, in certain instances, or equal. The U-value of this glazing system will be U=0.335 in certain areas and U=0.316 in other areas.

Penthouse Units will have shop assembled, pre-glazed window wall units with non-laminated vision glazing and project-out awning type operable windows manufactured by Oldcastle or equal. Window screens will not be provided.

Window Guard Regulations of the City of New York 6-30-91 Chapter 12 will apply. All operable windows will have a 4" opening limit. Operable windows are located at select locations per plans.

Perimeter fire-safing and smoke stop assemblies will be applied in compliance with local codes and regulations. Glass units are to be insulating units having a Low-E coating and are structurally glazed to the aluminum frame. Pre-glazed units

are unitized, shop-assembled and silicone sealed at the sill and head to the adjacent precast concrete. Vertical joints between adjacent window wall units are pressure gasketed; between window wall units and adjacent construction are silicone sealed. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are to be shop installed. The window wall system will be designed to permit any water that penetrates the primary weather window wall system to drain and release water (from exposure to rain and condensation) through its internal gutter system to the exterior of the building at every floor. All exposed aluminum components will have a 2-coat fluoropolymer finish. Warranty period shall be 10-years for all glass and glazing; window finishes have a 20-year labor and material warranty. All barrier sealants and gaskets are required to be maintained and replaced as required by manufacturer so that the primary weather barrier is fully intact, and the same shall be the responsibility of the Hotel Unit Owner but a portion of the cost thereof may be charged to the Penthouse Unit Owners as more particularly described in the Condominium governing documents.

There are no lot line windows in the Penthouse Units.

A full energy model analysis was performed demonstrating that the building is energy compliant with the New York City Energy Conservation Code (2016). Fire resistance ratings will be in compliance with the Building Code.

All exterior metals, including fasteners shall be corrosion resistant.

Maintenance of the exterior vertical facades of the building will be accomplished through a track mounted roof carriage (BMU) located at the roof of Floor 43. A powered work platform, in conjunction with a davit system, will be used to access the exterior enclosure of the podium that cannot be accessed from the BMU and will be stored on the 5th floor Hotel Unit terrace. The podium may also be accessed for maintenance from street level lifts. The BMU will require periodic maintenance and inspections which shall be the responsibility of the Hotel Unit Owner, but a portion of the cost thereof may be charged to the Penthouse Unit Owners in accordance with the Condominium governing documents.

(iii) Landmark Status

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

2. PARAPETS AND COPINGS

There will be parapets and copings at the Floor 2 roof, Floor 3 roof, Floor 5 roof, Floor PH41 roof, Floor 42 Roof, Floor 44 roof, and the Main Roof. Parapets will be constructed of cast concrete or built-up rough carpentry. Copings will be painted aluminum or composite aluminum panels. The roof waterproofing system will flash up the backside of the parapet.

A fall-arrest system is provided at the Floor 5 roof, Floor PH41 roof, Floor 42 roof, and Main Roof consisting of roof anchors with horizontal stainless-steel cables as manufactured by Tractel or equal.

3. CHIMNEYS

The building has one laundry chute with rated doors opening at each floor with a flue that will terminate a minimum 4'-0" above the roof on the 44th Floor. The Laundry Chute will be enclosed in a gypsum wallboard shaft and there will be a termination room for the Laundry Chute located on Cellar 3.

The Boiler plant is located on the 43rd floor. The flue from each boiler will terminate above the 44th Floor roof as per NYC mechanical code. A double wall air space insulated stack and breeching for condensing boiler system will be installed on the project.

A double wall stainless steel generator flue will be located at the 6th floor facing north.

4. BALCONIES AND TERRACES

There will be no balconies in the building. There is a roof terrace appurtenant to the Hotel Unit located on the 5th floor that is for the sole use of the Hotel Unit Owner. The Penthouse Unit Owners will not have access to any rooftop terraces at the Property.

5. EXTERIOR ENTRANCE

(i) Exterior Doors and Frames:

a. Main Entrance to Building Lobby: The main entrance accessed from West 28th Street will have balanced swing door hardware by Ellison or equal with no thermal break. There will be no latching or locking mechanism and the doors will be provided with push/pull hardware. The insulated metal doors will be clad with a metal veneer. The main entrance to the building will comply with ADA and all other applicable requirements.

b. Other Hotel Unit Entrances (commercial/food and beverage spaces): There are two additional entrances to the

commercial/food and beverage spaces which are part of the Hotel Unit, with entrances located off the Public Plaza on West 28th Street and on Broadway and will be metal and insulated glass balanced swing doors with hardware by Ellison or equal with fire exit hardware and no thermal break. The exit doors will frame into the aluminum window wall system.

c. Lobby Exit: There will be an exit door from the Lobby/Reception area that is a metal and glass balanced swing door with hardware by Ellison or equal with fire exit hardware and no thermal break. The exit door will frame into the aluminum window wall system.

d. Exterior Metal doors: Doors serving as a means of egress from Stair B to Broadway will be thermally insulated, exterior grade doors with fire exit hardware. Doors will be hollow metal, 90 minute fire-rated, and self-closing; frames will be metal.

e. Stair C Exit: There will be a metal and glass hinged storefront door exiting from Stair C to the Public Plaza; the exit door will be a hinged door with closer, thermally broken, and frame into the aluminum window wall system.

(ii) Vestibule Doors and Frames:
There is a vestibule at the hotel's main entrance. The interior door at the entry vestibule is a solid wood door with a wood frame and push/pull hardware.

(iii) Exterior Stairs:
There will be no exterior stairs.

(iv) Railings:
There will be no railings at exterior entrances.

(v) Mail boxes:
There are no mailboxes. Mail will be collected at the front desk and stored in the building package room.

(vi) Lighting:
There is a marquee extending over the hotel's main entrance with recessed lighting in the soffit of the marquee. Additionally, the ceiling to the entrance vestibule to the lobby has recessed lighting.

6. SERVICE ENTRANCE

There is no service entrance. There is a loading dock entrance and loading dock (for use by the Hotel Unit Owner only), which provides access to the 1st floor service corridor.

(i) Exterior Doors and Frames:
- a. There is no service entrance.
- b. There is a motorized, exterior-grade, overhead metal coiling door to the loading dock.

(ii) Gates:
None.

(iii) Exterior Stairs:
None.

(iv) Railings:
None.

7. ROOF AND ROOF STRUCTURE

(i) Roof types for all areas:

a. Materials: There will be two (2) types of roofing assemblies:

i. An inverted roof membrane assembly (IRMA)
ii. A conventional assembly.

a.i. IRMA Roofing assemblies occur at the Floor 5 terrace.

The roofing systems will be an insulated roof membrane assembly (IRMA). The roofing membrane will be a 2-ply modified bitumen with PMMA flashing system installed directly over the concrete deck, manufactured by Siplast or equal. Above the roofing/waterproofing membrane will be a drainage mat, rigid board insulation, filter fabric, adjustable pedestals or shims to provide a level surface for the pavers. The Floor 5 terrace pavers have not yet been selected.

aii. Conventional Roofing assemblies occur at bulkhead, 44th Floor (mechanical), roof above floor 42, 42nd Floor, roof above floor PH41, roof above floor 5, roof above Floor 1, and roof above Cellar 1.

The roofing system will be an insulated conventional roofing assembly as manufactured by Siplast or equal. The roofing/waterproofing membrane will be a 2-ply modified bitumen with PMMA flashing system manufactured by Siplast or equal. Beneath the roofing membrane will be a concrete cover board over tapered rigid insulation on a vapor barrier located on the flat concrete roof deck.

For some of the roof locations above the PH41st floor, access to these roofs will be via a catwalk in the ceiling above Penthouse Units.

b. Insulation:
There will be rigid insulation with a minimum thickness of 5" and R5.6/inch.

A full energy model analysis was performed demonstrating that the building is energy compliant with the New York City Energy Conservation Code (2016).

c. Surface Finish:
c.i. Pavers (over IRMA roof assemblies)
c.i.i. 2 ply modified bitumen cap sheet with walkway pad at traffic path areas (at conventional roofs).

d. Guarantee:
IRMA: The roofing system shall have a manufacturer's 20-year No Dollar Limit (NDL) complete system (including insulation, pavers, and pedestals) labor and material guarantee for water tightness after the date of Substantial completion. The warranty will be issued by the manufacturer.

Conventional: The roofing system shall have a manufacturer's 20 year No Dollar Limit (NDL) complete system labor and materials guarantee after the date of substantial completion. The warranty will be issued by the manufacturer.

e. Flashing Material:
There will be painted aluminum cap flashing.

(ii) Drains:

a. Cast iron drains will be provided at all roof areas, which includes the Public Plaza, roof above Cellar 1, roof above Floor 1, 5th Floor, roof above the 5th Floor, roof above the PH41st floor, 42nd Floor, roof above the 42nd Floor, and 44th Floor which will discharge through internal leaders into the building storm drain distribution and storm retention system. Roof

drains will range from 3" to 4". A secondary drain will be provided at each location of a primary roof drain

Roof drains on the roof above the PH41st floor will be directly above Hotel Suite Units and will require regular maintenance by the Hotel Unit Owner, a portion of the cost for which may be charged to the Hotel Suite Unit Owners as more particularly described in the Condominium governing documents. In some locations, the access to these drains will be via a catwalk in the ceiling above Penthouse Units.

b. Gutters and Leaders
Storm leaders within the building will be cast iron hubless piping with no-hub couplings, except for the piping at the 4th floor and below, which will be stainless steel piping with mechanical couplings.

Scuppers and Leaders will be provided from the Bulkhead to the 44th floor exterior roof and from the 42nd floor roof to the roof of the PH41st floor.

(iii) Skylights:
None.

(iv) Bulkheads:
a. Stair Bulkheads
Stairs A and B bulkheads will be enclosed in cast-in-place concrete with hydrophobic coating finish and masonry block with EIFS finish.

b. Elevator Bulkheads
The service elevator bulkhead is at the 44th floor and will be enclosed in cast-in-place concrete with hydrophobic coating finish and masonry block with EIFS finish.

The passenger elevator bulkhead is at the 43rd floor and is enclosed by interior walls and an exterior wall of cast-in-place concrete with hydrophobic coating.

c. Others:
Boiler flues, laundry chute vent, energy recovery units, cooling towers, and the Building maintenance unit are located at the 44th floor exterior roof.

(v) Metal Work at Roof Levels:
a. Exterior Metal Stairs
There are exterior metal stairs at the 44th floor exterior roof to the Service Elevator Machine Room. Exterior stairs will be galvanized steel.

b. Vertical ladders
A galvanized steel vertical ladder will be provided at the 5th floor exterior terrace of the Hotel Unit for access to the 5th Floor roof. A galvanized steel vertical ladder will be provided at the 44th floor exterior roof for access to the bulkhead of the Fire Tank and Domestic Water Tank. A galvanized steel vertical ladder will be provided from the 43rd floor mechanical room to the roof of the 42nd floor for maintenance access.

c. Railings
There will be no roof areas at the Building which are available for use by Penthouse Unit Owners.

Roof level railings generally will be painted galvanized steel and will be approximately 3'-6" high and constructed of horizontal rails. Roof level steel railings will be located at the roof above Floor 1 and at the Floor 5 Roof and the Roof. There will be horizontal lifelines located on the Floor 5 Roof, Floor PH41 Roof, Floor 42 Roof and the Roof.

Certain roof areas at the Building may be available for occupancy by the Hotel Unit Owner, which areas are anticipated to include the terraces appurtenant to the Hotel Unit at Floors 5 and 42. Notwithstanding the provisions of the paragraph above regarding horizontal rails, these areas will instead feature solid glass guardrails, and therefore there will be no "ladder effect" created thereby.

d. Hatches to the roof
There will be a roof access hatch at the 44th floor exterior roof level to allow access from the 43rd floor mechanical room. There will be access hatches at the bulkhead to the Domestic Water Tank and to the Fire Tank below. There will be floor access hatches from Floor 42 to catwalks below accessing the roof of the PH41st floor; these maintenance catwalks will be above the hung ceiling of the Level PH41 Penthouse Units. There will be a floor hatch from the 43rd floor mechanical room to the roof of the 42nd floor. Roof access hatches will be by Bilco or approved equal and will be aluminum with a powder coat finish.

There will be wall access doors from Stair A and Stair B to the roof of the PH41st floor. There will be wall access doors from catwalks above the suspended ceiling of the PH41st floor Penthouse Units to the PH41st floor roof for maintenance use. Exterior wall access doors will be thermally insulated, exterior grade hollow metal doors with closers.

There will be smoke hatches at the 5th floor roof above Stair C and at the roof bulkhead above Stairs A and B. Smoke hatches will be by Bilco or approved equal and will be aluminum with a powder coat finish.

e. All exterior metals, including fasteners shall be corrosion resistant.

f. All metal dunnage will be provided with a primer and two coats of paint.

(vi) Rooftop Facilities:

a. The Building Maintenance Unit is located on the 44th floor exterior roof and will be used for façade maintenance.

b. There is mechanical equipment on the roof. There are chimneys and vents on the roof.

c. There is lightning protection equipment on the main roof /parapet level. There will be aviation warning lighting on the top of the main roof parapet.

d. The rooftop is accessible for building maintenance staff only. There are no rooftop facilities or terraces at the Building available for recreational use by Penthouse Unit Owners.

8. FIRE ESCAPES

There will be no fire escapes.

9. YARDS AND COURTS

There is a rear yard equivalent setback 100' from Broadway and setback a distance of 20' from the south property line. The entirety of the rear yard equivalent is located within the Public Plaza (refer to (f) Landscaping and enclosures).

(i) Paving:
refer to (f) Landscaping and enclosures

(ii) Drainage:
refer to (f) Landscaping and enclosures

(iii) Stairs:
None

(iv) Railings:
None

(v) Fencing:

None

(vi) Walls:
None

Additionally, the Condominium will include a public plaza fronting on West 28th Street on the southern portion of the property (the "Plaza" or "Public Plaza") as depicted on the Floor Plans of the Building set forth as Exhibit 5 in Part II of the Offering Plan. The Plaza will initially be open to the general public 24 hours a day, 7 days a week and will feature benches, planters and other amenities, to the extent required by applicable law. The Plaza will constitute a portion of the Hotel Unit exterior. Except as otherwise set forth in the Plan and the Condominium Documents, the cleaning and maintenance of the Plaza will be the responsibility of the Hotel Unit Owner (and may be performed by the Hotel Manager on the Hotel Unit Owner's behalf) but a portion thereof will be charged to the Condominium and allocated to the Unit Owners as a Common Expense. Additionally, the Hotel Unit Owner has reserved the right, under the Condominium Documents, to file an application with the City Planning Commission for a certification designating a portion of the Plaza for use as an "open air café," as that term is defined in the Zoning Resolution, to be operated and/or leased by the Hotel Unit Owner or its designee. On account of the foregoing, it should be noted that use of the Plaza may create noise, disturbances and other inconveniences to Penthouse Unit Owners.
The public plaza will consist of decorative granite paving along with granite edging surrounding the raised planters. The plaza drainage system includes area drains within the plaza and trench drains along the plaza edges. Other plaza amenities include fixed and movable seating, decorative tree grates, a drinking fountain, trash receptacles, and decorative lighting.

10. INTERIOR STAIRS

(i) Number of stairs of each type.
There will be 2 enclosed exit stairs (Stair A and Stair B) that will extend from the 44th floor roof down to Cellar 3. Stair A will exit through the hotel lobby; Stair B will exit through a passageway to the exterior at Broadway.

There will be a third enclosed stair (Stair C) that will extend from the 5th floor Hotel Unit terrace down to the 3rd, 2nd, and 1st floors and exiting to the Public Plaza.

(ii) Enclosure.
Stairs A and B will be enclosed in two-hour rated construction, either cast-in-place concrete, concrete block, or gypsum board partitions. All stair entrance doors will be 1 ½ hour rated.

Stairs C will be enclosed in two-hour rated construction, except where the exterior wall construction is more than 10' from adjoining unrated construction as permitted under the NYC Building Code. Curtainwall glazed enclosure of Stair C is not rated. All stair entrance doors to stairs except the roof terrace door will be 1 ½ hour rated.

(iii) Stair Construction
Stairs A and B will be cast-in-place concrete construction.
Stair C will be steel construction.

(iv) Stringers
Stairs A and C are concrete and do not have stringers. Where there is a concrete or masonry wall adjoining the stair or landing, there will be rubber wall base.

Stair C has painted steel stringers.

(v) Treads
Stairs A and B will have cast-in place concrete treads with metal nosings.
Stair C will have cast terrazzo treads with metal nosings.

(vi) Risers.
Stairs A and B will have cast-in-place concrete risers.
Stair C will have integral cast terrazzo risers.

(vii) Guardrails
Stairs A and B will have painted steel balustrade guardrails and handrails.
Stair C will have stainless steel handrails.

(viii) Balustrades
Stairs A and B will have painted steel balustrade guardrails and handrails (refer to (vii) above).

11. INTERIOR DOORS AND FRAMES

(i) Penthouse Unit entrance and interior doors and frames:

The Penthouse Unit entrance doors shall be solid core wood 45-minute fireproof self-closing doors and will meet Building Code requirements. The frames will be 45-minute rated hollow metal assemblies and clad with wood. The Penthouse Unit interior doors shall be solid core wood swing doors with wood frames or solid core wood pocket doors with wood frames. Penthouse Unit Interior doors are not rated, except for the 2-bedroom Penthouse Units where both the secondary bedroom doors and the inner vestibule doors are 45-minute fireproof self-closing doors with 45-minute rated hollow metal frames that meet Building Code requirements.

(ii) Corridor Doors and Frames:

The service elevator lobby doors, the electrical and telecom closet doors, and housekeeping doors on all Penthouse Unit floors will be 90-minute fire rated self-closing hollow metal doors and frames and meet Building Code requirements.

The occupant evacuation elevator doors will be wood and glass doors with wood frames. Doors meet smoke/draft assembly requirements and will be self-closing doors with electro-magnetic hold-open devices.

Corridor doors at Mechanical and Bulkhead floors will be fire-rated self-closing hollow metal doors and frames where required by Building Code.

(iii) Stair Doors and Frames:

All stair doors and frames shall be hollow metal 90-minute fire-rated self-closing with hollow metal frames and will meet the Building Code requirements.

(iv) Roof Doors, Basement Doors and Frames:

Back of House doors and frames shall be hollow-metal and will meet the Building Code requirements. Back of House doors that are fire-rated will be self-closing.

Other doors at Mechanical and Bulkhead floors will be fireproof self-closing hollow metal doors and frames.

Doors in the Cellar 2 fitness center are wood doors with inset glass panels and wood frames.

12. ELEVATORS:

(i) Number of Passenger and Service Elevators

a. Three (3) passenger elevators (PE-1, PE-2, PE-3) service the Cellar 3, Cellar 2, Cellar 1, Floors 1, 2, 3, 5 and 14-42. Passenger Elevators do not stop on Mechanical Floors 4, 6, 7, 43, and 44.
b. Two (2) service elevators (SE-1, SE-2) service the Cellars 1-3, Floors 1-7 and Floors 14-43. Service Elevators SE-1 and SE-2 will be able to accommodate a 84"x24" stretcher as required by the 2014 NYC Building Code.

(ii) Manufacturer and capacity
Elevators will be by Otis Elevator Company or approved equal and will be new.

Elevator Capacity:

1. Passenger PE-1	3,500 lbs Code Max: 23 Persons Practical Max: 18 Persons
2. Passenger PE-2	3,500 lbs Code Max: 23 Persons Practical Max: 18 Persons
3. Passenger PE-3	3,500 lbs Code Max: 23 Persons Practical Max: 18 Persons
4. Service SE-1	4,000 lbs Code Max: 27 Persons Practical Max: 22 Persons
5. Service SE-2	4,500 lbs Code Max: 30 Persons Practical Max: 24 Persons

(iii) Operation type:
PE-1, PE-2, & PE-3
Group Automatic with Occupant Evacuation Operation and Security System Interface.

SE-1, SE-2
Microprocessor-based, Duplex Selective Collective with Occupant Evacuation Operation, Attendant Operation capable, and Security System Interface.

(iv) Type of controls
PE-1, PE-2, and PE-3
AC Variable Voltage Variable Frequency (VVVF) control with Regenerative Operation

SE-1 and SE-2
AC Variable Voltage Variable Frequency (VVVF) control with Regenerative Operation

(v) Floors Served
See item (i)

(vi) Elevators type:
PE-1, PE-2, and PE-3 elevators will be Gearless Traction Type
SE-1 and SE-2 elevators will be Gearless Traction Type

(vii) Doors:
PE-1, PE-2, and PE-3 will be center-opening; automatic.
SE-1 will be 2-speed; side-opening; automatic.
SE-2 will be 2-speed; side-opening; automatic.

(viii) Location of Machine Room:

PE-1, PE-2, and PE-3	A common Mechanical Room will be located directly above the hoistway at the 43rd Floor.
SE-1 and SE-2	A common Mechanical Room will be located directly above the hoistway at the 44th Floor.

(ix) DC Motor Manufacturer:
N/A

(x) AC-VVVF (Variable Voltage, Variable Frequency) Motor Manufacturer:
Otis

Elevators will require maintenance and inspections. Twelve (12) months Warranty Maintenance will be provided to all elevators.

13. ELEVATORS CABS

(ii) Kind

Passenger Elevator cab interiors will be commercially manufactured. The cab shell will be manufactured by Otis or equal.

(iii) Floor material

PE-1, PE-2, and PE-3 will have stone flooring.
SE-1 and SE-2 will have aluminum flooring.

(iv) Walls

PE-1, PE-2, and PE-3 will have wood veneer wall panels.
SE-1 and SE-2 will have stainless steel wall panels.

(iv) Ceilings
PE-1, PE-2, and PE-3 will have a wood ceiling.
SE-1 and SE-2 will have stainless steel ceiling panels

(v) Lighting
PE-1. PE-2, and PE-3 will have recessed and perimeter ceiling lighting.
SE-1 and SE-2 will have LED downlights.

(vi) Alarm and Safety System
Two (2) cab lights will be utilized as emergency lighting.
An ADA hands-free phone will be provided as required in ASME-A17.1 Code; it will be connected to the security telephone and will be automatically forwarded to a 24-hrs monitoring service.

All Passenger Elevators PE-1, PE-2, and PE-3 will serve as Occupant Evacuation Elevators on Cellars 1 - 3, and Floors 1-3, 5, 14-42. All

Service Elevators SE-1 and SE-2 will serve as Occupant Evacuation Elevators on Floors 4, 6, 7, and 43. The elevators will be tied into the BMS control system.

The purpose and function of Occupant Evacuation Elevators (OEE) are to allow building occupants in tall buildings to make use of passenger elevators for self-evacuation during a fire emergency instead of using the exit stairs.

The building's design documents and drawings incorporate the Occupant Evacuation Elevators (OEE) requirements in the 2014 NYC Building Code Sections 3008.1 – 3008.11.

I. AUXILLARY FACILITIES

1. LAUNDRY ROOMS — None. Penthouse Units are each provided with a washer/ dryer.

2. REFUSE DISPOSAL

(i) Incinerators.
None

(ii) Compactors
None

(iii) Approvals by Authority Having Jurisdiction
None.

(iv) Refuse Storage Location
There is no refuse chute. Refuse will be collected from the Penthouse Units by the Hotel Unit staff and brought to the Trash/Recycling at Cellar 1 room via the Service Elevators.

(v) Pick-up schedule
Refuse will be picked up by private refuse disposal service.

J. PLUMBING AND DRAINAGE

1. WATER SUPPLY:

One 6-inch domestic water service will be provided from W28th Street with a main shut-off valve, a reduced pressure zone backflow preventer and water meter, all to be located in the water meter room at Cellar 1. This system will fill a domestic water surge tank located on Cellar 1. The Domestic Water Room on Cellar 3 will be provided to pressurize the building tank fill line to a combined domestic water and fire reserve tank located on the 44th floor. The building domestic water system will be provided via constant pressure booster system and gravity supply from the roof tank with zone pressure reducing valves as needed. The Building will have multiple pressure zones of cold water and hot water. The hot and cold water for upper zones will be fed from

building constant pressure boosting system. Hot and cold water system for other zones will be furnished with pressure reducing valves.

The piping system will consist of Type L Copper with soldered joints, mechanical joints (pro-press) or brazed joints. All hot and cold water piping will be insulated throughout.

2. FIRE PROTECTION SYSTEMS

Water Supply:
One 8-inch fire service from W28th Street with 8-inch double detector check valve will supply a fire reserve suction tank located in the Cellar 1 Level, and a 1,000 GPM Automatic Fire Pump located in the Cellar 3 Level.

The 750gpm special service automatic fire pump serving the Penthouse Unit levels is Fairbanks Nijhuis (a division of Pentair) Model 1823-CF or equal and the jockey pump is Pentair PVM1-9 or equal. Warranties for the fire and jockey pump will be from 12 months after installation or start-up or 18 months after shipping date; whichever is first.

(i) Standpipes:
The building will be protected with fire standpipe and a combination fire standpipe and sprinkler system, with services to be provided by the existing municipal water main. A fire suction tank will be located at Cellar 1 (fed from dedicated connection on W. 29th Street) and a combined domestic water and fire reserve tank will be located at Floor 44 (fed from dedicated fill line from fire pump room at Cellar 3). The fire stand pipe and combination fire standpipe and sprinkler system will be located in each stair shaft and will be split in two zones. Zone 1 covers Cellar 3 through the 24th floor (boosted by a 1000GPM fire pump located at Cellar 3 with jockey pump; gravity supply from roof tank to be secondary water source); Zone 2 covers the 25th floor through to 44th floor (boosted by 750GPM fire pump located at 43rd floor with jockey pump; water supply from 44th floor roof tank).

(ii) Hose Rack, Hoses and Nozzles:
A central hose station and locked key box will be located at the 1st floor, two will be located on the 16th floor, two will be located on the 26th floor, two will be located on the 36th floor, and two will be located on the 43rd floor. The lobby fire hose cabinet will be equipped as required by the NYC Building Code. At each floor landing at an accessible floor, 2-1/2" hose valves will be located such that all floor areas are within 150 feet of a hose valve.

(iii) Sprinkler System:
Sprinkler water will be from the three 6" combined standpipe/sprinkler risers.

The building will be fully sprinklered. Each floor will be zoned with a control valve, pressure regulators, drain and test valves, tamper and water flow switches wired to the building fire alarm system. In addition, 2-1/2" hose valves will be located in stairways at each floor, and from Cellar 3 through 16th Floor there will be pressure

reducing valves. System will be provided with FDNY approved Siamese connections and 3-way roof manifolds where required.

Automatic wet sprinklers will be supplied from combined FSP/sprinkler riser for entire Building. Dry pipe valves will be provided at the loading dock and emergency generator room.

Sprinkler heads within the Penthouse Units consist of 155 degree F exposed sidewall heads and 165 degree F concealed pendent heads. Within the Hotel Unit public areas, including the elevator lobbies, corridors, and IT, AV, FA closets, the sprinkler heads used are 165 degree F concealed pendent heads and a 155 degree F exposed upright head. The areas excluded from sprinkler coverage on the Penthouse Unit levels are the electrical closets, Penthouse Unit closets smaller than 12 square feet, and Penthouse Unit bathrooms and powder rooms smaller than 55 square feet.

(iv) Siamese Connections:
One 3" x 3" x 6" Siamese combined fire sprinkler and standpipe connections will be provided at W28th Street.

3. WATER STORAGE TANKS AND ENCLOSURES

(i) Number Type and Location of Each
There will be a domestic water suction tank located on the Cellar 1 level.
There will be two storm detention tanks located on the Cellar 2 level.
There will be a fire reserve suction tank located on Cellar 1 and the 44th floor.
There will be a two-compartment combined fire reserve / domestic water tank located on the 44th floor.

(ii) Material
The domestic water tanks and fire tanks will all be constructed of cast-in-place concrete. The tanks will be lined with a high-performance coating.

(iii) Access
The domestic water suction tank and fire reserve suction tank at the Cellars 2/1 level will each be accessed by a tank manway hatch on the Cellar 1 level.
The two-compartment combined fire reserve / domestic water tank at the 44th floor will be accessed by roof hatches on the bulkhead that are accessed by ladder from the 44th floor exterior roof.
The storm detention tanks at the Cellar 2 Level will each be accessed by a tank manway hatch on the Cellar 2 level.

(iv) Capacity
The domestic water suction tank located on the Cellar 1 level will have a capacity of 10,000 gallons.

One of the storm detention tanks located on the Cellar 2 level will have a capacity of 10,000 gallons; the other storm detention tank located on the Cellar 2 level will have a capacity of 4,200 gallons.

The combined fire reserve and domestic water two-compartment tank located on the 44th floor will have a capacity of 42,000 gallons total. Each compartment will have a fire reserve capacity of 15,000 gallons and domestic water capacity of 6,000 gallons.

(v) Capacity (fire reserve)
The fire tank located on the Cellar 1 level will have a capacity of 30,000 gallons.
Refer to (iv) above for the combined fire reserve and domestic water two-compartment tank located on the 44th floor.

4. WATER PRESSURE

Domestic water pressure will be maintained by a combination of Constant Pressure Booster pumps on the 43rd Floor and pressure reducing valves in order to provide a minimum of 35 psi at all fixtures. Maximum pressure will be limited to 85 psi through zone pressure regulating devices.

The pressures at the Penthouse Unit floors will range from 35psi to 85 psi. The water for the Penthouse Units will be supplied from the combination roof tanks, including 12,000 gallons storage water supplying the building, with a booster pump to deliver the desired pressures. On Cellar 3, there will be a VC systems duplex pump model 2VC-VSTF-G-125-860HP-460 or equal to fill the rooftop tank. On the 43rd Floor there will be a domestic water booster pump triplex setup of Goulds model ESV15-2 or equal. These pumps have variable frequency drives to maintain a constant pressure in the distribution system.

The warranty information for the domestic water pumps are not known at this time.

5. SANITARY SEWAGE SYSTEM

(i) Sewage Piping:
Sanitary sewage will be conveyed by gravity via vented soil and waste branches, stacks and house drains to a combined house sewer.
Drainage and vent piping will be no-hub cast iron piping with stainless steel couplings and rubber gaskets.

(ii) Sewage Pumps:
Sewage ejectors (2) are provided at the Cellar 3 level to collect and dispose of sanitary waste originating below street level. Sewage ejector pumps will be manufactured by Grundfos or equal.

(iii) Sewage Disposal:
One 15-inch combined sewer will be connected to the street municipal sewer at West 28th Street.

6. PERMITS REQUIRED
All permits will be obtained by the plumbing contractor. The following plumbing and sprinkler related permits have been obtained:

Base Building plumbing under New Building Application #: 121190371
Plumbing (Document #05) – Approved October 22, 2018
Permit issued February 5, 2019 [Donato Inc.]
DEP Site Connection Approval – Obtained May 11, 2018 by AKF
Underground Plumbing – ALT. 2 #: 140735248
Application Approved March 5, 2018
Permit Issued November 21, 2018 (renewed on September 8, 2020)
Temporary Standpipe – ALT .2 #: 123406457
Application Approved December 18, 2020
Permit Issued December 18, 2020 (renewed July 9, 2018)
Base Building Sprinkler – ALT. 2 #: 140452267
Application Approved November 12, 2019
Sub has not yet pulled permit
Base Building Standpipe – ALT. 2 #: 140452276
Application Approved October 22, 2019
Sub has not yet pulled permit

7. STORM DRAINAGE SYSTEM

(i) Catch Basins
Gravity storm drainage from the building will be retained to two (2) storm detention tanks located on Cellar 2 and then will be pumped to a 15" combined sewer connected to street municipal sewer on West 28th Street.

(ii) Roof and Terrace Drains:
Roof drains and overflow roof drains will be installed on roofs and terraces under the Public Plaza, above the entrance vestibule, at the roofs above Cellar 1 and Floor 1, at the 5th floor terrace, roof above 5th floor, roofs above the PH41st floor and 42nd floor, and the 44th floor. There will be scuppers at the roof bulkhead to the 44th Floor and at the 42nd Floor roof to the roof above the PH41st floor. All drains and scuppers will require regular maintenance. Roof drains at the terraces and Public Plaza are located below pavers.

(iii) Piping:
Storm piping will be no-hub cast iron piping with stainless steel couplings and rubber gaskets and grooved stainless steel piping with mechanical coupling.

(iv) Sump Pumps:
All elevator pits will be provided with submersible, enclosed, oil-minder sump pumps. Sump pump to be located at Cellar 3, manufacturer Stancor or equal.

A sump pump is provided to collect underground drainage system. Sump pump to be located at Cellar 3, manufacturer Grundfos or equal.

(v) Storm water disposal:
The building storm water drainage system will be connected to the 15" combined sewers main exiting at West 28th Street.

K. HEATING

DOMESTIC HOT WATER HEATING

Domestic water instantaneous water-to-water hot water heaters shall be located in Cellar 2 for Hotel Unit commercial kitchens on Cellar 1, 1st floor and 2nd floor, 4th floor Mechanical Room, 7th floor and 43rd floor Mechanical Room for the various zones. Hot water generation temperatures at the water heaters will be set at 140 degree F with field-installed mixing valve at each set, reducing distribution temperature to 120 degree F, except for the Hotel Unit commercial kitchen heater, which will provide 140 degree F hot water.

The hot water system will be divided into multiple zones duplicating the cold water distribution system.

Hot water temperature will be maintained throughout the system by recirculation pipe system to the hot water main riser.

1. HEATING AND DISTRIBUTION:

General: The building heating systems shall be capable of maintaining the following design standards:

Outdoor Design conditions:

Winter:	+12.8° F. DB.
Summer:	89° F dry bulb, 73° F wet bulb
Cooling Tower:	78° F wet bulb

Indoor Design Conditions:

Lobbies/Public Spaces/Amenity Spaces

Summer:	74°F, 50% relative humidity
Winter:	70°F (No humidity control)

Maximum Noise Criteria: NC = 40
Minimum outside Air Supply: As per New York City Mechanical Code Chapter 4

Hotel Unit and Penthouse Units

Summer:	72°F, 50% relative humidity
Winter:	70°F (No humidity control)

Maximum Noise Criteria: NC = 35 at med fan speed

Heating within the Penthouse Units will be provided by ceiling hung fan coils units with hot water coils connected to the Hotel central heating hot water system. Fan coil units will be IEC Model CPY08 or equal and have a capacity of 15.7 MBH. Energy efficiency ratings are not applicable to fan coil units.

Controls for the heating system within the Penthouse Units will include thermostats. Ductwork from the fan coil units to the supply diffusers will distribute heated air within the Penthouse Unit.

The hot water equipment serving the Penthouse Units will be from a common boiler plant that is shared throughout the Building and that serves both the Hotel Unit and the Penthouse Units.

Mechanical ventilation:
Mechanical ventilation sized in compliance ventilation air rate requirements based on 2014 NYC Mechanical Code.

2. NUMBER OF BOILERS AND DESCRIPTION:

The main central heating plant will be located in the boiler room on the 43rd floor. The boiler plant will consist of six (6) gas fired high efficiency condensing type of boilers and two hot water pumps. The capacity for each of the boilers is anticipated to be at 6,000 MBH @ about 96% efficiency and each hot water pump is anticipated to circulate a water flow of 1,400 GPM.

3. MANUFACTURER AND AGE OF BOILERS:

Each boiler shall be new and the manufacturer and model number for each boiler is anticipated to be Lochinvar Model FB-6001 or approved equal. The energy efficiency rating for the boilers is anticipated to be 96% AHRI Efficiency Rating. The boilers are anticipated to have a limited 10-year warranty against defects in materials and workmanship.

4. MANUFACTURER AND AGE OF BURNERS:

Each burner shall be Lochinvar Model FB-6001 or approved equal.

5. TYPE OF CONTROLS:

The boiler plant will be interfaced into a master safety and control panel and connected to the building management system, BMS for control and monitor.

Each boiler will be equipped with automatic isolation valves.

6. RADIATORS, PIPING, INSULATION, VALVES, AND PUMPS:

A complete hot water distribution system with all piping, valves, controls and appurtenances will be provided. Hot water piping distribution shall be insulated per NYC ECC requirements. HW piping distribution shall serve air handling units, energy recovery units, water-cooled air conditioning units with heating coils, fan coil units, fan-powered VAV terminal units, unit heaters, convectors and finned tube radiation.

7. FUEL:

The boilers shall fire on Natural Gas.

8. LOCATION OF OIL TANK, MATERIALS, AND ENCLOSURE:

The fuel tank will be located on Cellar 3 in a 2-hour rated masonry block room to serve the fuel requirements of the Emergency Standby Generator. The Generator is 1,250 kW and operates on #2 fuel oil.

9. CAPACITY OF OIL TANK:

The fuel oil tank will have a 3,000 gallon capacity.

L. GAS SUPPLY

1. TYPE:

Service will be provided by be Consolidated Edison Company of New York (Con Ed). One (1) Gas service enters the building below grade from the existing Con Edison gas main on West 28th Street.

2. METERS:

Gas for the building heating will be collectively metered, on a single meter, for space heating and the domestic hot water systems, and an allocated portion of the consumption thereof will be paid for by the Penthouse Unit Owners as more particularly set forth in the Condominium's governing documents. Additionally, one or more gas meters shall be provided for the various components of the Hotel Unit, and as such, those spaces may be separately metered.

3. PIPING MATERIALS:

Black steel Schedule 40 pipe with malleable fittings for low pressure piping 4 inch and smaller and welded joints for low pressure piping over 4 inches.

M. AIR CONDITIONING

1. TYPE OF SYSTEM:

The building HVAC systems shall be capable of maintaining the following design standards:

Outdoor Design conditions:

Winter:	+12.8° F. DB.
Summer:	89° F dry bulb, 73° F wet bulb
Cooling Tower:	78° F wet bulb

Indoor Design Conditions:

Lobbies/Public Spaces/Amenity Spaces

Summer:	74°F, 50% relative humidity
Winter:	70°F (No humidity control)

Minimum outside Air Supply: As per New York City Mechanical Code Chapter 4

Hotel Unit and Penthouse Units

Summer:	72°F, 50% relative humidity
Winter:	70°F (No humidity control)

Cooling within the Penthouse Units will be provided by ceiling hung fan coils units with chilled water coils connected to the Hotel central chilled water cooling system. Fan coil units will be same units as described in Section K.1. Energy efficiency ratings are not applicable to fan coil units.

The warranty information for the cooling system equipment and controls is not known at this time.

Controls for the cooling system within the Penthouse Units and the distribution of cooled air within the Penthouse Units will be the same as controls and distribution system as described in Section K.1.

Mechanical ventilation:

Mechanical ventilation sized in compliance ventilation air rate requirements based on 2014 NYC Mechanical Code.

A cooling tower and condenser water distribution system will be provided to serve the chiller plant. The load is calculated to be 900 tons for the Hotel Unit, Penthouse Units, and public spaces.

2. CENTRAL SYSTEM:

The chilled water plant will consist of three (3) modular water-cooled chillers located in the 43rd floor mechanical room. The chillers will utilize R-410 refrigerant. The chillers shall be Aermec, Model WWM0500 or approved equal.

Chilled water pumping shall be variable primary system; via one operational pump with second pump as redundant standby. Each pump shall be fitted with a variable frequency drive. One operational pump and the standby pump each shall be on emergency power.

Chilled water will be distributed at 42 deg. F for all spaces (except spaces with emergency loads). Chilled water will be supplied to fan coil units in portions of the Hotel Unit and the Penthouse Units, and all air handling units for the Hotel Unit and Penthouse Units.

In general, pipe 4" and greater shall be Schedule 40 black steel construction. Piping smaller than 4" shall be copper or Schedule 40 black steel. Piping insulation shall be meet NYS Energy Conservation Code.

Chilled water VAV air handling units and fan coil units will serve the public spaces in the Hotel Unit.

3. COOLING TOWERS, CONDENSERS:

A 900-ton cooling tower plant, comprising two cells, shall be installed at the 44th floor to serve the building chiller plant. The towers are sized for 15 degree F temperature differential, 85 degree F leaving and 100 degree F entering. The towers shall be induced counter flow design fitted with fan variable frequency drives, fill bypass valves for controlling condenser water temperatures throughout the year. The cooling tower cells are Marley Model MD5010SJF1L or approved equal.

4. INDIVIDUAL UNITS:

Description of individual units covered by the offer are scheduled below. Energy efficiency rating is N/A since these are 4-pipe fan coil units.

Symbol	Manufact-urer / Model	CFM	Chilled Water Data - Water Flow (GPM)	Cooling Capa-city (Total MBH)	Heating Capacity	Total Unit FLA
Penthouse Unit Bedrooms (all lines except "D" bedroom 2); and Line "B" and "C" Living/Kitch en	International Environmental Company, Model HPY08 or equal	463	1.25	12.2	9.9	6.8
Penthouse Unit Living/Kitch en (Lines "A" and "D")	International Environmental Company, Model HPY14 or equal	832	2.6	22.0	18.2	6.8
Service Hotel D Bedroom #2 FCU-H (Floor 41)	International Environmental Company, Model HPY06 or equal	378	1.1	9.9	8.3	6.8

N. VENTILATION

1. PENTHOUSE UNIT KITCHENS:

All Penthouse Units shall be provided with ducted kitchen hood exhaust connected into building centralized exhaust system located on the 44th floor. The exhaust system shall continuously exhaust the kitchens at rate of 50 cfm and shall increase exhaust rate to 400 cfm

when Penthouse Unit kitchen hood fan is activated.

Penthouse Units ventilation is provided via a centralized ventilation system. Each Penthouse Unit is supplied with constant ventilation to provide approximate ventilation air make-up to the exhaust. This is achieved with a zone regulator terminal that provides a minimum ventilation during all periods when the kitchen hood fan is not activated. When the kitchen vent hood is activated, the airflow through the zone regulator terminal is increased to supply more airflow into the hotel unit to closely match the increase due to the kitchen hood fan exhaust.

The noise emission rating for mechanical ventilation within the Penthouse Units shall not exceed NC-40 for the kitchen mechanical ventilation systems, exclusive of the individual hood fan above the range.

2. PENTHOUSE UNIT BATHROOMS:

Penthouse Unit bathrooms shall be provided exhaust through hotel guestroom centralized exhaust system located on the 44th floor, at a rate of 45 cubic feet of air per minute.

The noise emission rating for mechanical ventilation within the Penthouse Units shall not exceed NC-40 for the bathroom mechanical ventilation systems.

5. CELLAR AREAS:

All subgrade spaces are provided with minimum code ventilation. Egress corridors are provided with separate independent ventilation system. Subgrade areas, such as bathrooms, spa amenity, hotel employee locker and support spaces, and select MERs are provided with continuous exhaust.

6. PUBLIC CORRIDOR AND ELEVATOR HALL:

Ventilation air for public corridors will be provided by centralized ventilation unit located on the 43rd floor. Ventilation to the public corridors on the Penthouse Unit floors (Floors PH38-PH41) is provided at a continuous rate of 300 cubic feet per minute.

7. PENTHOUSE UNIT WASHER AND DRYERS:

All Penthouse Unit dryers shall be ventless type and run on electrical power.

8. PENTHOUSE UNIT POST-FIRE SMOKE PURGE:

Post fire smoke purge system consisting of a dedicated smoke exhaust system located on the 43rd floor will exhaust from each Penthouse Unit floor in accordance with the NYC Building Code.

O. ELECTRICAL SYSTEM

1. SERVICE FROM MAIN SERVICE SWITCHGEAR

Service from Consolidated Edison will be provided to the Cellar 3 Electrical Room. The electrical service will be rated 4000A, 120/208V, 3-Phase, 4-Wire and switchboards with fused switches will distribute power to the tower via copper conductors in conduit.

2. SERVICE TO INDIVIDUAL UNITS

Each Penthouse Unit is served with a dedicated aluminum feeder from a 150A circuit breaker located on the 43rd floor. The power to each Penthouse Unit will be delivered at 120/208V, 1-Phase, 3-Wire.

3. COMPARTMENT SWITCHGEAR

The Penthouse Unit distribution panel and associated meters will be located on the 43rd floor and will provide electronically sub metered, single phase, 120/208 Volt feeders to the individual Penthouse Units.

4. UNIT SERVICE

Each Penthouse Unit panelboards will be rated 150 Amps at 120/208 Volt single phase, 60 Hz power. The electrical equipment and feeders and will take into account all normal Penthouse Unit loads as well as specific appliances provided in the Penthouse Unit such as Air conditioning equipment, washing machines, clothes dryers, dishwashers, microwaves, etc.

5. ADEQUACY

(i) Service

The service to each Penthouse Unit will be adequately sized to serve the calculated Code demand load. The panel in each Penthouse Unit will contain a maximum of 36 single pole circuit breakers and spaces. The panels each contain 2-pole circuit breakers to serve a dryer, cooktop, convection oven and microwave oven. The average Suite unit contains 16 active circuits and six spare 20 ampere circuits.

(ii) Lighting and Fixtures

Switched outlets for lighting fixtures in the Penthouse Units will be provided in living rooms, dining rooms and bedrooms. Ceiling recessed light fixtures will be provided in Foyers, Kitchens, Living Rooms, Bedrooms, and Bathrooms. Fixtures will be LED. LED light source drivers require occasional maintenance.

(iii) Convenience Outlets; Appliance Outlets

Convenience Outlets will be provided per Article 210, Part III of the 2011 Electrical Code of the City of New York. Ground fault receptacles will be provided in all bathrooms, and kitchens. All outlets, other than those that are GFCI protected, shall be connected to arc fault circuit breakers. Appliance receptacles will be provided in kitchens, dining rooms and other rooms where appliance locations are identified.

(iv) A Lightning protection system will be provided.

(v) Aviation warning lights will be provided.

(vi) A 1250KW natural gas generator is located on the 6th floor to power code required emergency and standby loads via dedicated automatic transfer switches. The loads on the generator include emergency egress lighting and exit signs, fire alarm and one-way voice communication, house pumps and the operation of all elevators. The Emergency generator will require monthly testing, inspections, and maintenance, which shall be handled by the Hotel Unit Owner, but the cost for which may be charged back to the Penthouse Unit Owners, in part, in accordance with the provisions of the Condominium's governing documents.

(vii) Water resistant GFI receptacles are utilized for exterior locations.

P. VOICE, BROADBAND, VIDEO, INTERCOM, AND SECURITY SYSTEMS

Voice, broadband and video services will enter the Building underground and be fed to a telephone service entrance room located below grade. It will then be distributed throughout the Building through risers and sleeves. Each Penthouse Unit will be able to receive voice, broadband and video service to a closet within the unit at the Unit Owner's expense.

Each Penthouse Unit will be wired for Cable TV, provided that the charges therefor shall be paid for by the Penthouse Unit Owners in the manner more specifically provided for in the Offering Plan.

IP video cameras will monitor selected entrances with viewing monitors at the Cellar 2 Security Office. The cameras will be designed to cover general and amenity areas within view of the cameras and will not necessarily cover all of the area involved. The manufacturer is AXIS or approved equal.

Access to the building will not be limited and will not require the use of key or card access. Access to the individual Penthouse Units will require card reader access. Access via elevator to each floor level will be controlled by card reader access. Access via elevator to the Cellar 2 Shared Areas will be by card reader access.

Q. PUBLIC AREA LIGHTING:

Lighting will be furnished for the public areas of the building through the use of energy efficient and long life LED sources. The light levels will meet or exceed the requirements as stated in the New York City Building Code, including emergency lighting. All shared areas throughout the building, including stairways, will be provided with ceiling or wall mounted lights. Lighting at the stairs will be controlled by an integral occupancy sensor to allow for 50% output when unoccupied and shift to 100% full output when occupied. All corridor lighting will be designed to operate 24/7. The lobby and amenities spaces will be provided with an intelligent lighting control system.

Typical lighting fixtures will be by manufacturers comparable to Lightheaded Lighting, LF Illumination, and LED Linear. The Sponsor reserves the right to make substitutions to light fixture selection.

Interior amenity spaces will also incorporate energy efficient and long-life LED sources to be controlled by a dimming system in the lobby space.

The light levels will meet or exceed the requirements as stated in the New York City Building Code, including emergency lighting. The lighting has been designed for compliance with the 2014 New York City Energy Conservation Code (NYCECC).

R. GARAGES AND PARKING AREAS

There are no required or provided garages or parking areas.

S. SWIMMING POOL(S)

There are no swimming pools.

T. TENNIS COURTS, PLAYGROUNDS and RECREATION FACILITIES

1. TENNIS COURTS

   No tennis courts will be provided.

2. PLAYGROUNDS

   No playgrounds will be provided.

3. OTHER RECREATIONAL FACILITIES

   i. Fitness
   The fitness center, located at Cellar 2, is for the use of the Hotel Unit and the Penthouse Units and will be fitted with exercise equipment, cardio machines, free weight benches, multi-exercise machine, and press machine. The sponsor reserves the right to make changes to the selection of fitness equipment.

   Access to Cellar 2 will be by elevator, and the Fitness Center will be accessed through the Spa reception. The area is approx. 900 gross sf and has a code calculated occupant load of approx. 19 persons based on a code occupant load factor of 50 sf per person.

   ii. Locker Rooms, Sauna, and Steam Rooms
   The Locker Rooms, Sauna, and Steam Rooms, located at Cellar 2, are for the use of the Hotel and Penthouse Units. There will be separate locker rooms with toilets and showers for men and women. The locker room includes a sauna and steam room. The sauna and steam rooms require on-going maintenance and regular inspections in accordance with the New York City Department of Health and Mental Hygiene Article 165, which will be the responsibility of the Hotel Unit Owner, but a portion of the cost thereof may be charged to the Penthouse Unit Owners as provided in the Condominium's governing documents.

There will be 10 men's and 10 women's lockers. There will be 3 toilet fixtures and 3 lavatory fixtures each at the men's and women's locker rooms. There will be 2 shower stalls each at the men's and women's locker rooms.

There will be a men's sauna that can accommodate 7-8 persons. There will be a women's sauna that can accommodate 7-8 persons. Each sauna will have a single 12Kw 208V 3-phase heater.

There will be a men's steam room that can accommodate 7 persons. There will be a women's steam room that can accommodate 7 persons Each steam room will have a steam generator, a hand shower, and 2 steam diffusers.

All of the foregoing fixtures and finishes in the Building's fitness center, locker rooms, sauna and steam rooms are subject to change at any time by the Hotel Unit Owner as more particularly described in the Plan.

iii. Bicycle Storage

There will be one bicycle storage room at the Cellar 2 level containing space to store 24 bicycles in compliance with the NYC Zoning Resolution. The bicycle storage will be made available to occupants of both Penthouse Units and the Hotel Unit on a first come, first served basis or as otherwise determined by the Hotel Unit Owner.

Access to the Cellar 2 level will be by elevator and the bicycle storage room will be secured with a card-access door lock. The bicycle rack system will be wall mounted Madrax BSV-1-WM or equal.

U. PERMITS AND CERTIFICATES

Recurring inspections, approvals, and permits will be required when the building is in operation in accordance with the NYC Building Code. Inspections and filings include but are not limited to the following:
Local Law 11 (façade) - Five Year
Local Law 11 (elevator) - Annual
Sprinkler - Monthly and Annual
Standpipe and Sprinkler - Five Year
Fire Pumps - Monthly and Annual
Domestic Water Tank Cleaning – Annual
Cooling Towers – Annual
Boilers – Annual
Back Flow Prevention Devices – Annual
Fire Safety Plans – Annual
Window Guards – Annual
Fire Door Inspections per NFPA 80 - Annual
Local Law 87 – Ten Years
Elevators – after all new installation tests and inspections, CAT1 (1-year interval) and CAT5 (5-year interval) tests are performed by the elevator contractor and witnessed by NYC registered inspection agencies

Applicable construction permits which must be obtained from DOB and other Agencies will include:
New Building
Builder's Pavement Plan
Emergency Generator
Underground Plumbing
Standpipe
Sprinkler
Fire Alarm
ARCS
Boilers

V. VIOLATIONS

The following violations are open as of the date of this report:

1. DOB Violations:
   (i) DOB Violation #: 060313BENCH00138 (Issued 6/3/13) - FAILURE TO FILE BENCHMARKING REPORT OF ENERGY USE AS PER AD. CODE SEC. 28-309.4
   (ii) DOB Violation #: 060614BENCH00150 (Issued 6/6/14) - FAILURE TO FILE BENCHMARKING REPORT OF ENERGY USE AS PER AD. CODE SEC. 28-309.4
   (iii) DOB Violation #: 090220AEUHAZ101900 (Issued 9/2/20) - FAILURE TO CERTIFY CORRECTION ON IMMEDIATELY HAZARDOUS (CLASS 1) ECB VIOLATION
   - Related to ECB Violation #: 35491554Z
   - Civil Penalty Owed: $1500

2. ECB Violations:
   (i) ECB Violation #: 35429565R (Issued 11/9/19) - FAILURE TO COMPLY W/THE COMM'S ORDER CONTAINED IN SUMMONS/VIO#35433557Z ISSUED ON 09-28-19 & TO FILE A C OF C PURSUANT TO 28-201.1 & 1RCNY 102-01. NO C OF C ON FILE.
   (ii) ECB Violation #: 35433557Z (Issued 9/28/19) - FAILURE TO SAFEGUARD ALL PERSONS AND PROPERTY AFFECTED BY CONSTRUCTION OPERATIONS. NOTED: WHILE SETTING A CONCRETE PRECAST PANEL APPROX 20'X4'X1' ON THE EXPOSURE 4 SIDE 2ND FL SPANDREL BEAM, THE PRE-CAST PANEL
   (iii) ECB Violation #: 38238503Z (Issued 8/12/15) - 100L11.100L11- MANLIFT STEP BOLTS PULLING THRU BELT OF MANLIFT
   (iv) ECB Violation #: 38236133L (Issued 6/24/15) - 97O02,100D06,100H11. 97O02-CLEAN ENTIRE DEVICE, PIT PAPER, PAINT AROUNDALL HOLES IN FLOOR YELLOW CAUTION PAINT; 100D06-PROPERLY SECURE HANDRAIL RIGHT SIDE 2ND FLR; 100H11-REPLACE WORN STEP BELT RIPPING

3. Resolved/Closed Violations with outstanding balance due:

   (i) ECB Violation #: 35491554Z (Issued 6/10/20) – Balance owed - $5,000.00
   (ii) ECB Violation #: 35470260K (Issued 2/3/20) – Balance owed - $5,000.00

Sponsor will resolve the open violations prior to closing to the extent the same would materially affect the offering.

W. UNIT INFORMATION

The Penthouse Units will be on the PH38th, PH39th, PH40th, and PH41st floors.

See Section G.4 for marketing floor designations and method for numbering of floors.

There will be 16 Penthouse Units with the designations:

PH38-A, PH38-B, PH38-C, PH38-D
PH39-A, PH39-B, PH39-C, PH39-D
PH40-A, PH40-B, PH40-C, PH40-D
PH41-A, PH41-B, PH41-C, PH41-D

The number of rooms and additional information with respect to each of the Penthouse Units is set forth on Schedule A in Part I of the Offering Plan, as the same may be amended from time to time.

The approximate (i.e., within reasonable tolerances) square foot area of each Unit is measured horizontally on each floor from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaftways, chases, flues, chimneys, chaseways and conduits are not deducted from the measurement of each Penthouse Unit) to the centerline of the space between the inside face of the wall of a Unit and the inside face of the wall of an immediately adjacent Unit (whether such adjacent Unit is a Penthouse Unit or the Hotel Unit). Each Penthouse Unit has been measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling above. Any Common Elements located within or appurtenant to any Unit will not be considered as part of that Unit. The square foot areas determined using the methodology set forth above, as shown in Schedule A in Part I of the Plan, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable area for each Penthouse Unit). The stated method of measurement used is applicable to all Units. The room count for each Penthouse Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall within a room or space, subtracting cutouts.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Except in certain areas with dropped ceilings and/or soffits, the finished floor-to-ceiling heights of the Penthouse Unit floors are approximately a maximum of 10' -0", provided that., the ceiling can be significantly lower in portions of the unit including but not limited to bathrooms, kitchens, halls, and closets.

The Penthouse Unit designs, located on the PH38th through PH41st floors will be compliant with the Fair Housing Act Design Manual (used as a safe harbor to comply with the Fair Housing Act), the 2014 New York City Building Code using Type B+ kitchens and Appendix P bathing rooms, the ICC A117.1-2009, and the 2010 ADA Standards for Accessible Design. Type B+ kitchens and Appendix P bathing rooms are designed to be adaptable, allowing alterations to be made by the building owner within 10 days of request by a tenant with a physical disability. The Penthouse units are not required to be fully accessible and have not been designed as such.

Shared spaces including the Lobby, corridors on Penthouse Unit floors, elevators, fitness center, locker rooms, sauna, steam room, and the bicycle room will be compliant with the Fair Housing Act Design Manual, the 2014 New York City Building Code, ICC A117.1-2009, and the 2010 ADA Standards for Accessible Design.

All Penthouse Units offered for sale under the Plan are being offered for sale furnished and decorated (and will include, with respect to each Penthouse Unit, all furniture, fixtures, equipment, carpeting, case goods, soft goods, linens and/or decorations, collectively, the "FF&E"). A description of the initial FF&E for each Penthouse Unit type as well as the initial configurations of the FF&E in each Penthouse Unit (the "Configuration Plans") are set forth as Exhibit 5 in Part II of the Offering Plan. The FF&E will be delivered to the Penthouse Unit in accordance with the Configuration Plan therefor, subject in all events to Sponsor's right to change or substitute the FF&E, provided that the FF&E is comparable in kind, quality and quantity to that set forth on the Configuration Plan for such Unit. See Special Risk 18 in the Offering Plan for further discussion.

1. FINISH SCHEDULE FOR TYPICAL PENTHOUSE UNITS:

SPACE	FLOOR	BASE	WALL	CEILING
Vestibule	WDF *	WD/P	WC	GWB / P***
Foyer	WDF *	WD/P	P***/ WC	GWB / P***
Living Room/Dining Room	WDF *	WD/P	P***/ WC	GWB / P***
Bedrooms	WDF *	WD/P	P***/ WC	GWB / P***
Kitchen	WDF *	WD/P	P***	GWB / P***
Ensuite Bathrooms	ST**/TER**	ST **(type, number, location and description)	ST**/TER**	GWB / P***
Powder Room	ST**	ST **	ST**/ P***	GWB / P***
Closets	WDF *	WD/P***	GWB / P***	GWB / P***
Washer/dryer closet	WDF *	WD/P***	GWB / P***	GWB / P***

All upper kitchen cabinets are finished in wood/glass.
All lower kitchen cabinets are finished in wood.
All kitchen counters are finished in stone.
All wood doors are finished in wood.

*Standing water will cause cupping, swelling, and subsequent gapping. Relative humidity should be between 35% and 65% (or in accordance to the manufacturers specifications) to avoid excessive shrinkage, cracking, swelling, gapping, or cupping.

*The Penthouse Units will have engineered wood flooring, approximately 1/8" thick bonded to one layer of approximately 5/8" plywood. The Sponsor reserves the right to make substitutions to wood floor selection. Maintenance of all wood flooring by Hotel Suite Unit Owners should be in accordance with the manufacturer specifications.
Engineered wood flooring is 3/4" thick will be manufactured in 3 layers by Coswick Ltd and have a manufacturer's lifetime structural warranty. The top layer of the engineered wood flooring will be Oak, grade Select or Better, with silk oil ultra-matte finish. A 10mm acoustic rubber mat will be provided under the engineered wood flooring.

** Maintenance and cleaning of all stone should be done in accordance with the recommendations of the Marble Institute of America

*** Walls will receive a primer and one finished coat of paint

2. BATHROOM FIXTURES:

Subject to Sponsor's right to make substitutions as set forth in the Offering Plan, the Penthouse Units will be equipped with the following combination of fixtures:

FULL BATHROOMS	MANUFACTURER	MODEL
WATER CLOSET	KOHLER or EQUAL	CIMARRON K5310-RA
SHOWER SET	DORNBRACHT or EQUAL	28669970-33 35085970-900010 26402892-33 28450625-33 35080970-900010 36426970-330010 35426970-900010
TUB – DROP IN	DURAVIT or EQUAL	DURASTYLE #70023100000090
TUB FAUCETS	DORNBRACHT or EQUAL	27512882-99
SHOWER LINEAR DRAIN	INFINITY DRAIN OR EQUAL	S-TIF-65 SERIES
LAVATORY DOUBLE	CLAYBROOK or EQUAL	CUSTOM
LAVATORY FAUCET	DORNBRACHT or EQUAL	36712882-99

POWDER ROOM		
WC	KOHLER or EQUAL	CIMARRON K5310-RA

LAVATORY	CLAYBROOK or EQUAL	CUSTOM ADAPTABLE ADA SINK
LAVATORY FAUCETS	DORNBRACHT or EQUAL	ONE P24409-GNP

3. KITCHEN APPLIANCES:

Subject to Sponsor's right to make substitutions as set forth in the Offering Plan, the Penthouse Units will be equipped with the following appliances:

APPLIANCE	MANUFACTURER	UNIT
UNDERCOUNTER WINE COOLER	MEILE or EQUAL	KWT 6322 UG
REFRIGERATOR FREEZER	MEILE or EQUAL	KFN 9855 iDE
SPEED OVEN	MEILE or EQUAL	CONTOUR LINE H 6700 BM
CONVECTION OVEN	MEILE or EQUAL	CONTOUR LINE H 6560 B
INDUCTION COOKTOP	MEILE or EQUAL	KM 6360
HOOD	MEILE or EQUAL	DA 3486
WASHING MACHINE	MEILE or EQUAL	WWB 020 WCS
DRYER	MEILE or EQUAL	TWB 120 WP
DISHWASHER	MEILE or EQUAL	G 4993 SCVi
SINK	KOHLER or equal	K-5286
FAUCETS	DORNBRACHT or equal	33870875-99

X. FINISH SCHEDULE OF SPACES OTHER THAN PENTHOUSE UNITS:

1. FINISH SCHEDULE FOR SHARED AREAS:

SPACE	FLOOR	BASE	WALL	CEILING
1ST FLOOR LOBBY (RECEPTION, LOBBY , EV LOBBY)	ST	WD, MTL	MTL , WD, Glazing, Millwork, P***	GWB/PL
1ST FLOOR LOBBY ENTRANCE	ST	WD	Glazing, WD	GWB/PL
CELLAR 2 FITNESS CENTER	RF	WD	PL, WD, Mirror	GWB/PL
CELLAR 2 LOCKER AND CHANGING ROOMS	ST	WD	PL	GWB/PL
CELLAR 2 SHOWER ROOMS	ST	ST	ST	GWB/P***

CELLAR 2 RESTROOMS	ST	ST	ST	GWB/P***
CELLAR 2 LOCKER ROOM CORRIDORS	ST	WD	WD, GWB/PL	WD, GWB/PL
CELLAR 2 SAUNA AND STEAM ROOM	WD	WD	WD	WD
PENTHOUSE UNIT CORRIDOR	CPT	WD/P***	GWB / P***	GWB / P***
PENTHOUSE UNIT ELEVATOR LOBBY		WD/P***	WD, GWB / P***	GWB / P***

*** Walls will receive a primer and one finished coat of paint

i. ABBREVIATIONS FOR FINISHES

CPT	CARPET
GWB	GYPSUM WALLBOARD
MTL	METAL
P	PAINT
PL	PLASTER
RF	RUBBER FLOORING
ST	STONE
T	TILE
TER	TERRAZO
WC	WALLCOVER
WD	WOOD
WDF	WOOD FLOORING (ENGINEERED WOOD)

Y. SAFETY AND WARNING DEVICES

1. FIRE ALARM AND SMOKE DETECTING DEVICES

i. Fire Alarm:

The building will be provided with an automatic sprinkler alarm and smoke detection system with one-way voice communication from the fire command center to Hotel Suite Units and egress stairs via paging speakers. The system will monitor the water flow and tamper switches associated with the sprinkler system. Elevator lobby, elevator machine rooms and top of elevator shafts are provided with system type smoke detectors as well as electrical, mechanical, telephone and similar rooms. The system is connected to the 1st Floor Fire Command Center and Cellar 2 Security Office remote annunciator. The system will be directly connected to a central supervising station for notifying the New York City Fire Department (FDNY). The system will comply with the requirements of New York City Building Code including applicable reference standards.

ii. Hotel Suite Unit Smoke and Carbon Monoxide detection:

Each Hotel Suite Unit will be provided with a fire alarm system-connected combination smoke and carbon monoxide detector. Each detector will be provided with an audible sounder base to alert occupants in each Hotel Suite Unit of a fire or carbon monoxide condition.

Z. FURTHER DEVELOPMENT

1. Other than as expressly provided for herein, no further development is proposed at this time.

AA. ASBESTOS

1. Since the project will be new construction, to the best of our knowledge, there is no Asbestos Containing Material present at the property at the time of this report.

BB. LEAD-BASED PAINT

1. Since the project will be new construction, to the best of our knowledge, there is no lead-based paint present at the property at the time of this report.

Jay Bargmann, FAIA



Sign before me this 06 day

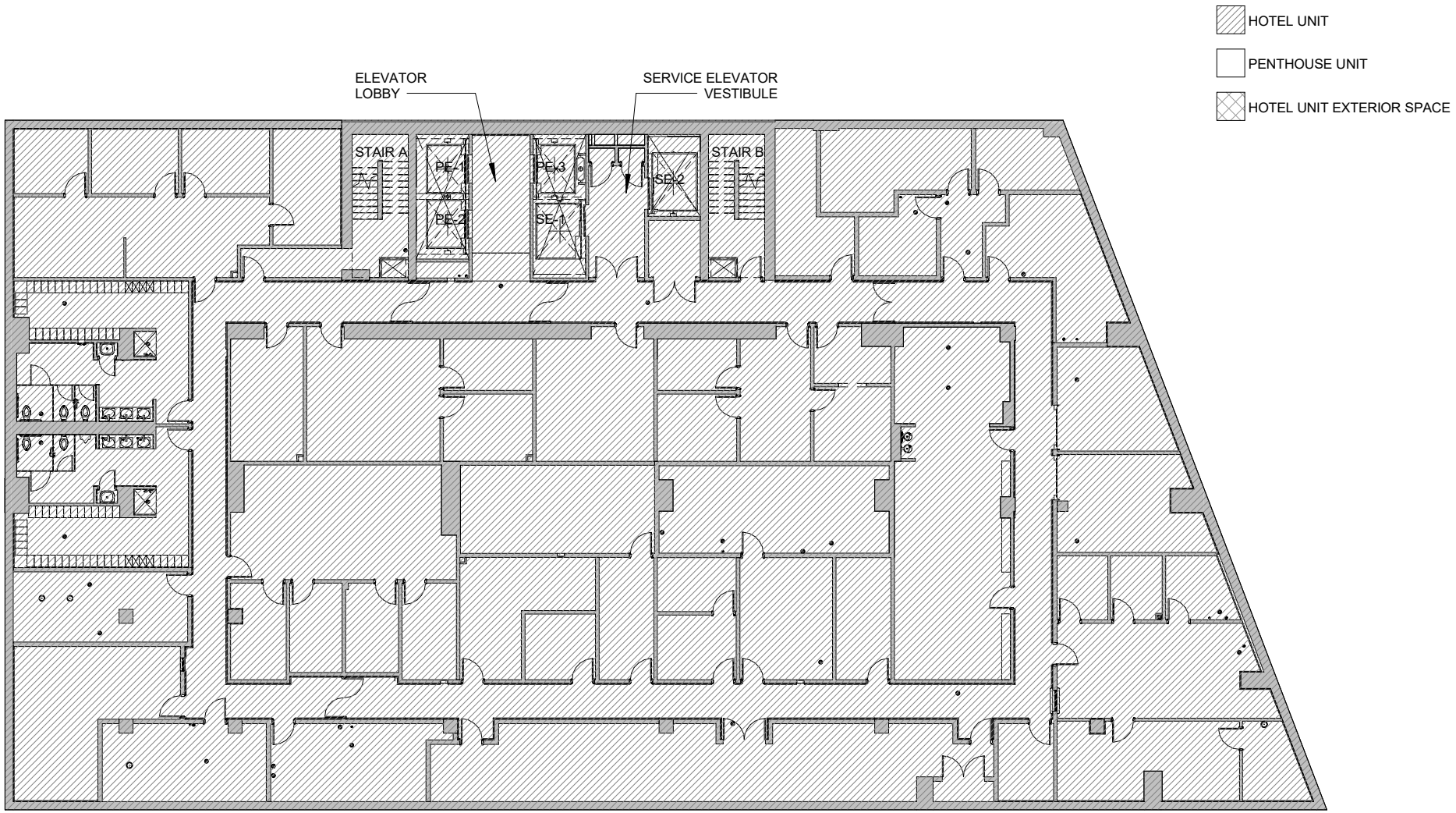
of May 20 21

NOTARY PUBLIC

ANDREW GREEN
Notary Public, State of New York
No. 01GR6123387
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 21, 2025

EXHIBIT 5

FLOOR PLANS AND CONFIGURATION PLAN



0' 8' 16' 32'

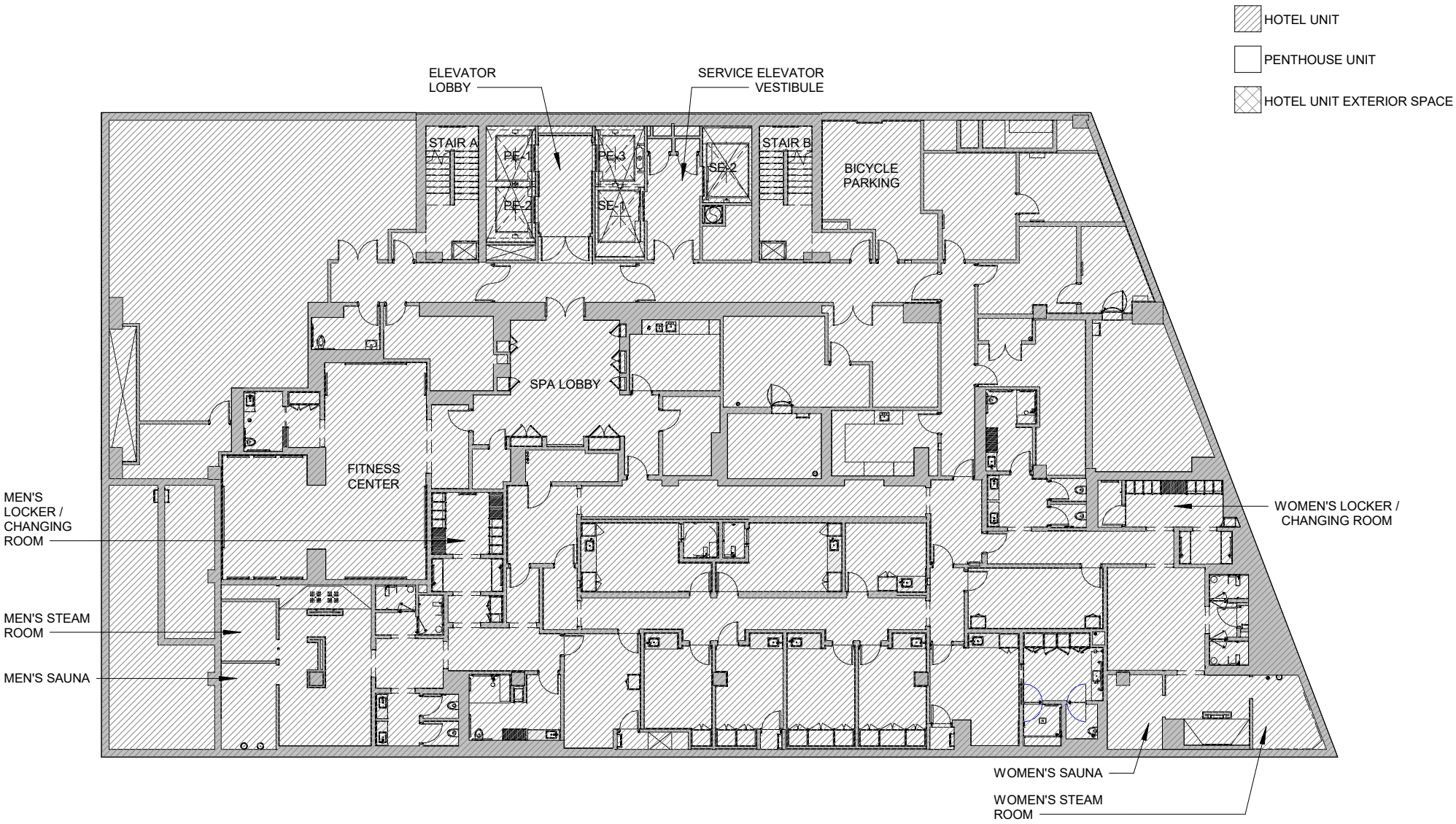
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

THIS FLOOR PLAN IS BASED ON CONSTRUCTION DRAWINGS AND ALL ASPECTS OF THIS FLOOR PLAN INCLUDING, BUT NOT LIMITED TO, DIMENSIONS NOTED HEREON, ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE COMPLETE OFFERING TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN. MINOR INACCURACIES IN LAYOUT AND ROOM DIMENSIONS AS SHOWN ON THIS FLOOR PLAN WILL NOT EXCUSE PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE AGAINST SPONSOR.

DRAWING TITLE
PODIUM - CELLAR 3



0' 8' 16' 32'

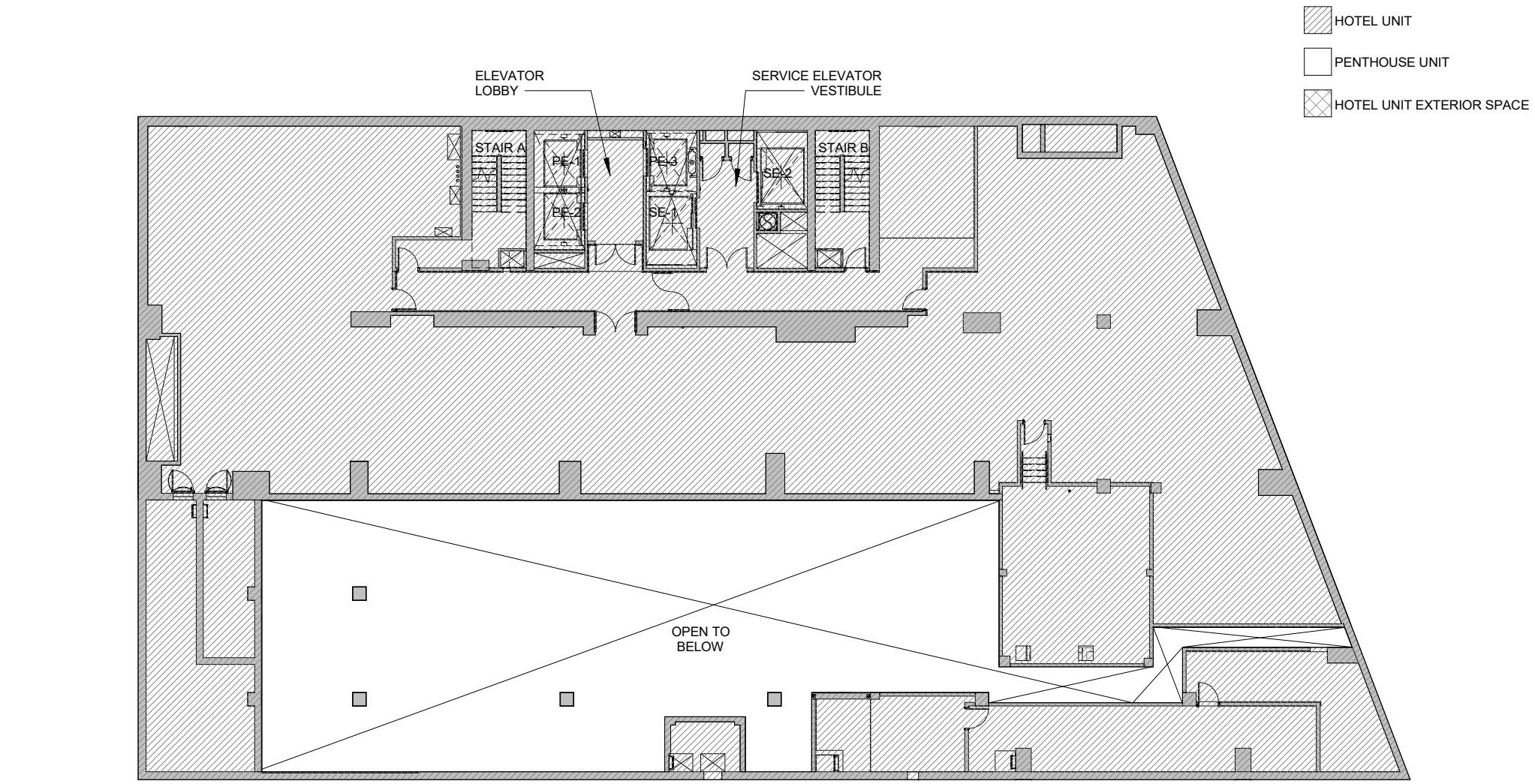
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
PODIUM - CELLAR 2



0' 8' 16' 32'

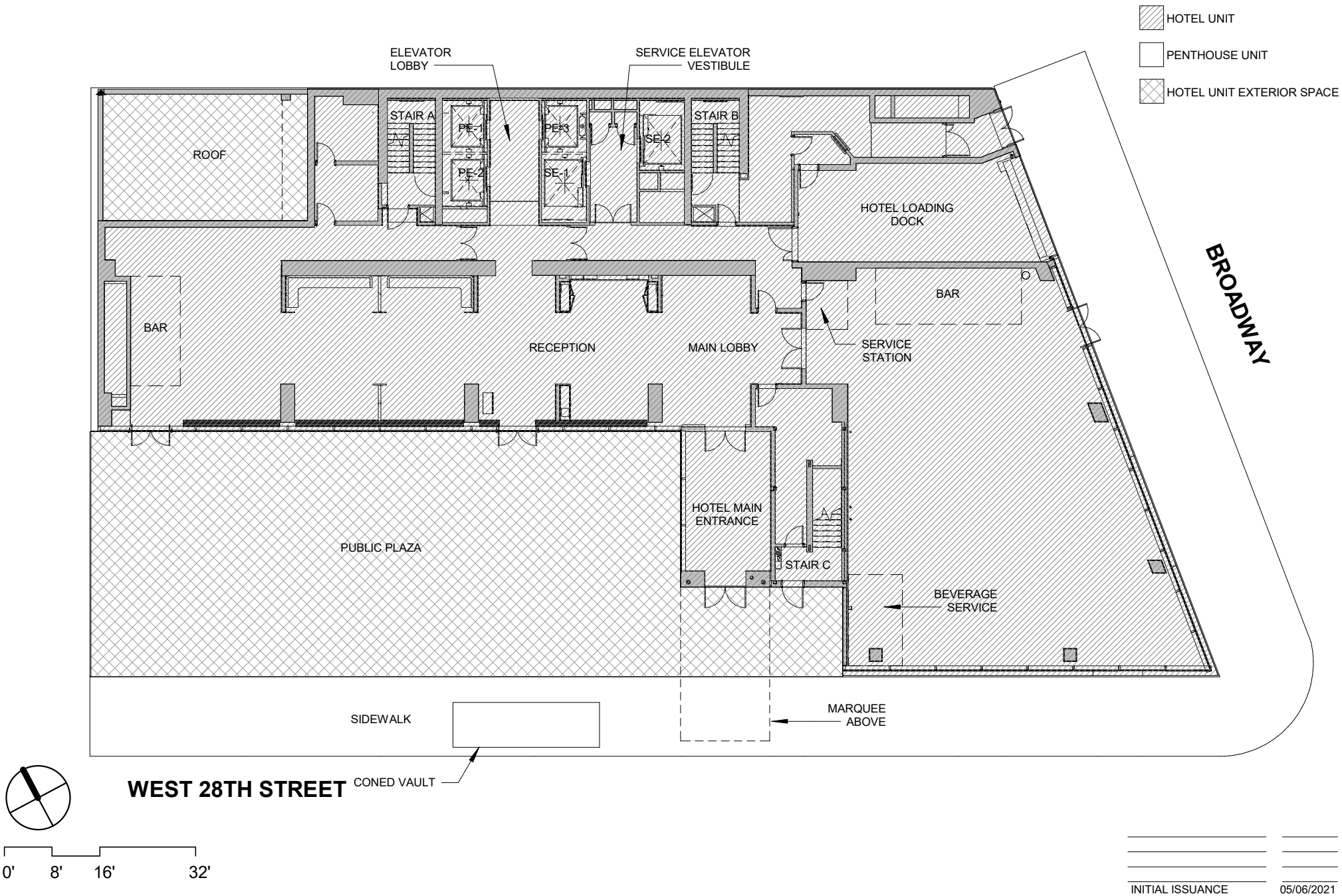
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

THIS FLOOR PLAN IS BEING PROVIDED SOLELY FOR PURPOSES OF DEPICTING THE ANTICIPATED CONFIGURATION OF FURNISHINGS TO BE INCLUDED AS PART OF THE SALE OF FF&E TO PURCHASERS UNDER THE OFFERING PLAN AND SHOULD NOT BE RELIED UPON FOR ANY ȝ THE OTHER PURPOSE.ȷIFURNISHINGS MAY NOT BE DRAWN TO SCALE AND THE EXACT SIZE AND SHAPE OF THE FURNISHINGS AS WELL AS THE LOCATION THEREOF MAY DEVIATE FROM THIS PLAN, SUBJECT, IN ALL EVENTS, TO SPONSOR'S RIGHT TO MAKE CHANGES AS SET FORTH IN H THE OFFERING PLAN. MINOR INACCURACIES IN LAYOUT AND ROOM DIMENSIONS AS SHOWN ON THIS FLOOR PLAN WILL NOT EXCUSE PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE AGAINST SPONSOR.

DRAWING TITLE
PODIUM - CELLAR



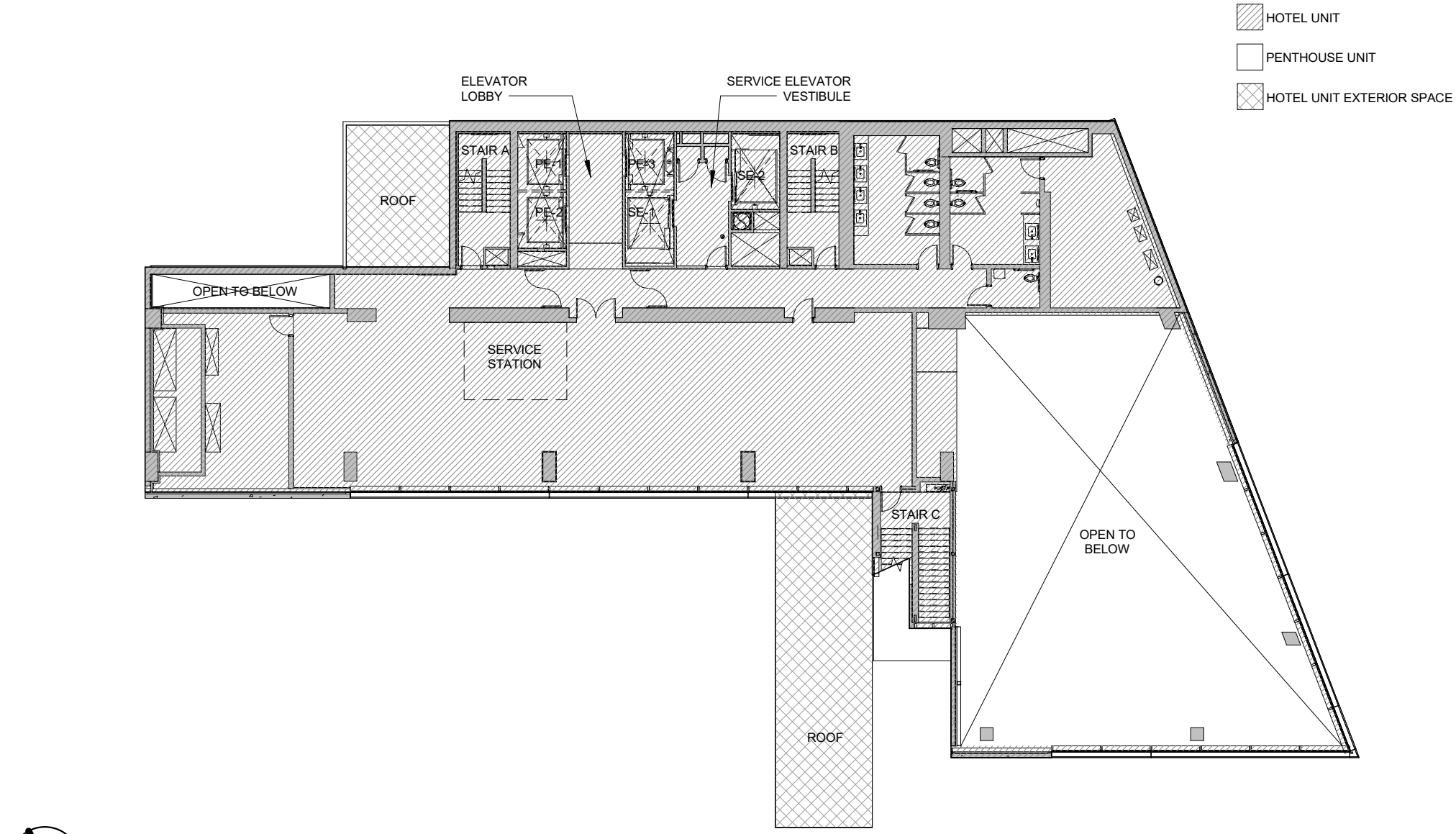
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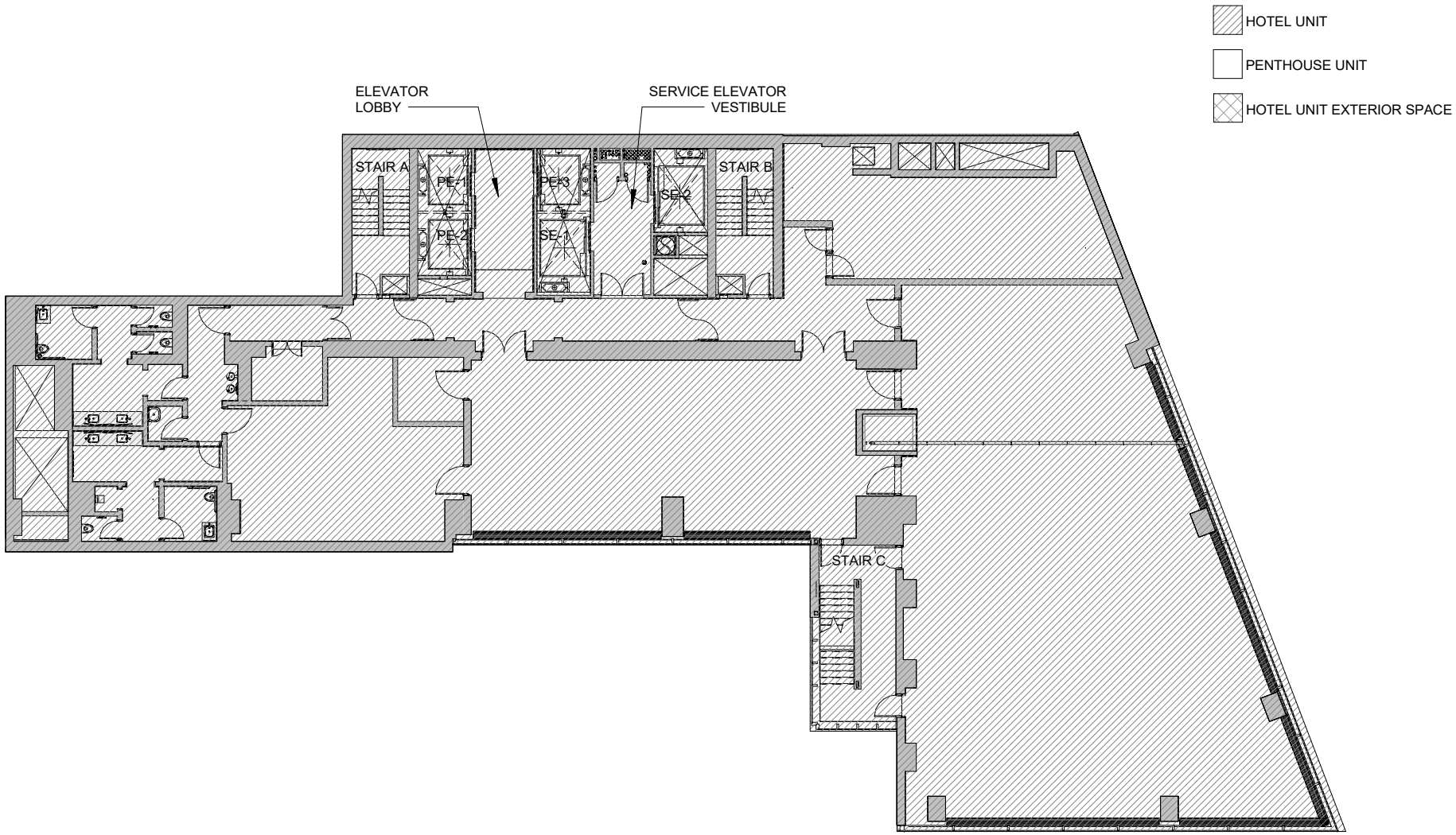
INITIAL ISSUANCE	05/06/2021

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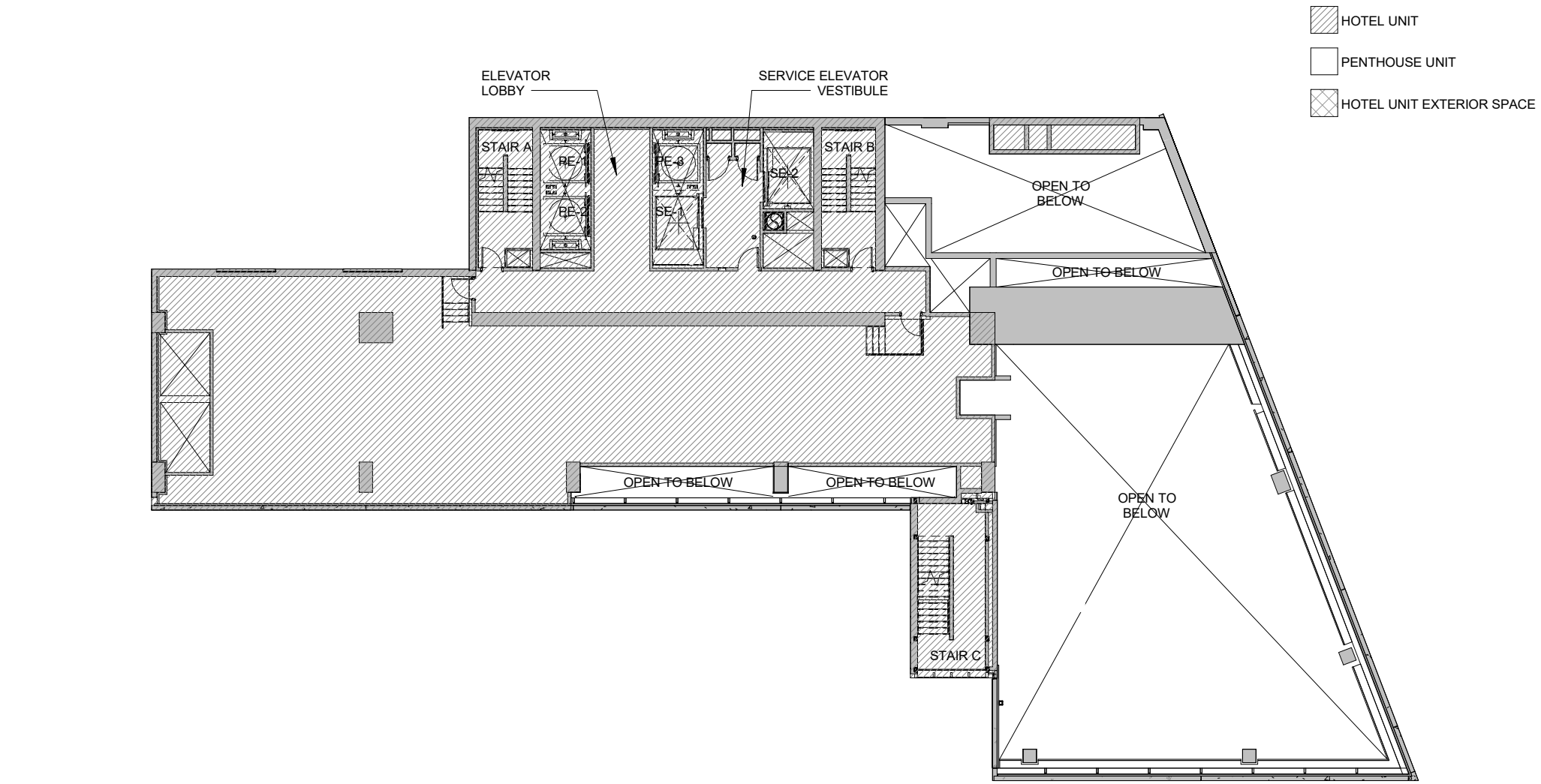
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
PODIUM - FLOOR 03



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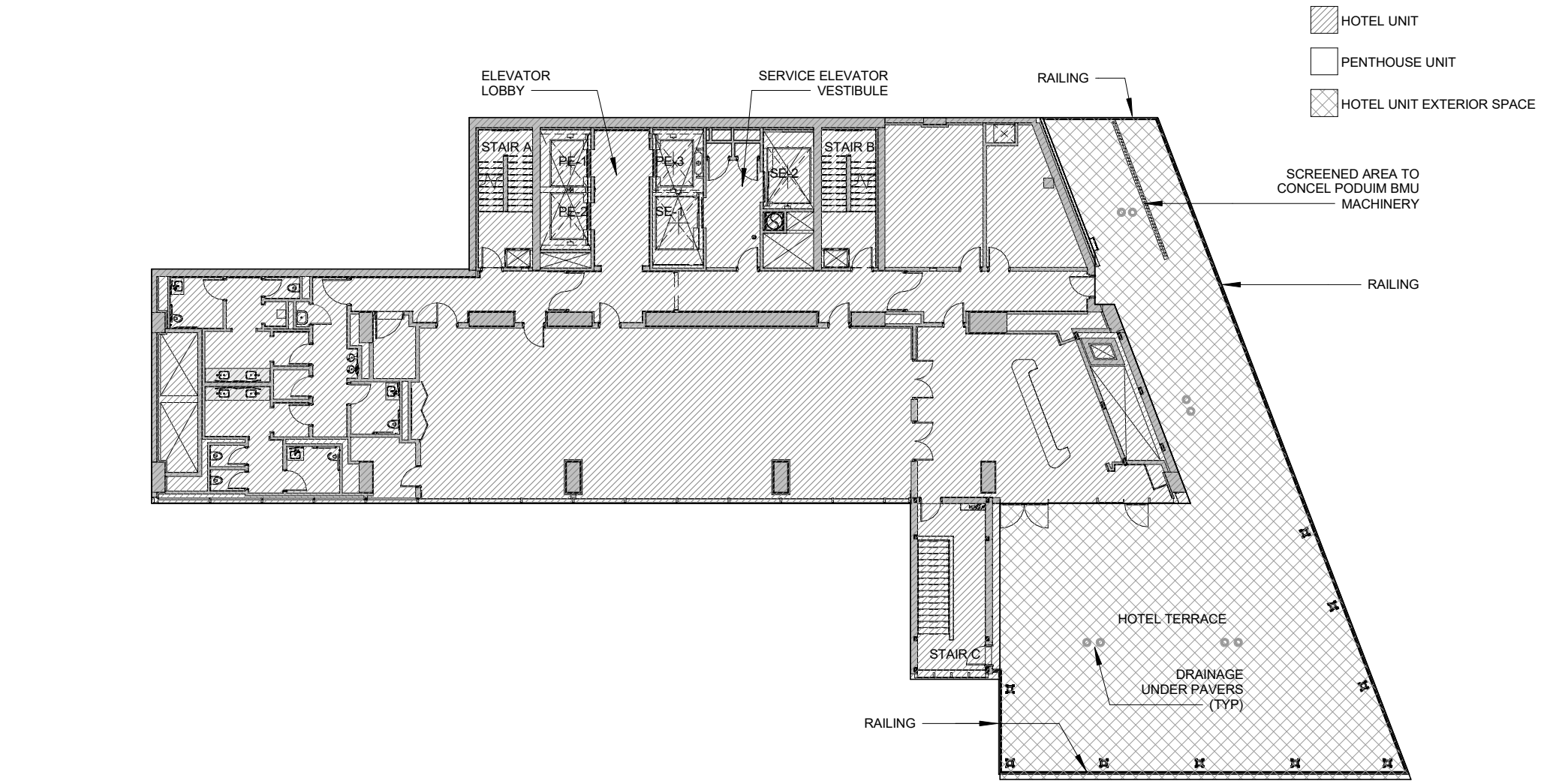
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
MECHANICAL FLOOR - FLOOR 04



0' 8' 16' 32'

INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

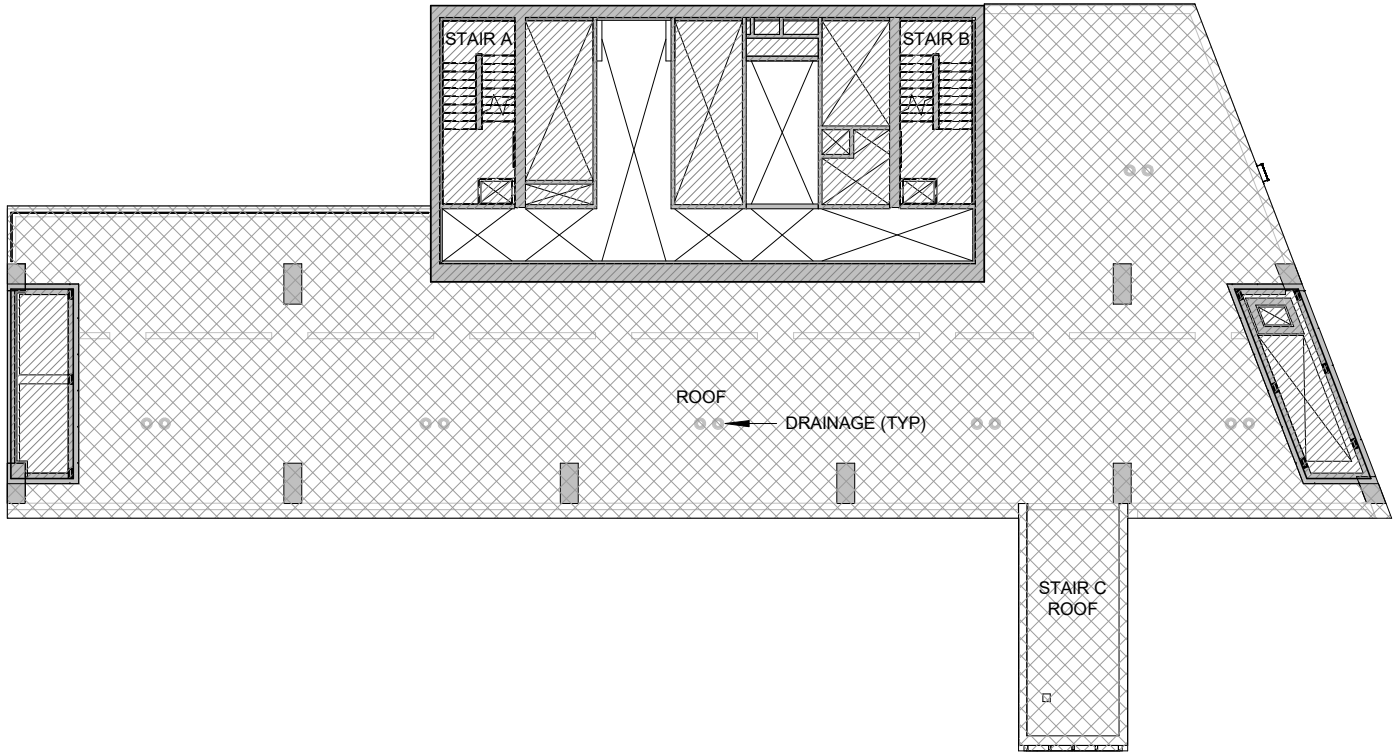
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DRAWING TITLE
PODIUM - FLOOR 05

HOTEL UNIT

PENTHOUSE UNIT

HOTEL UNIT EXTERIOR SPACE



0' 8' 16' 32'

INITIAL ISSUANCE	05/06/2021

PROJECT NAME

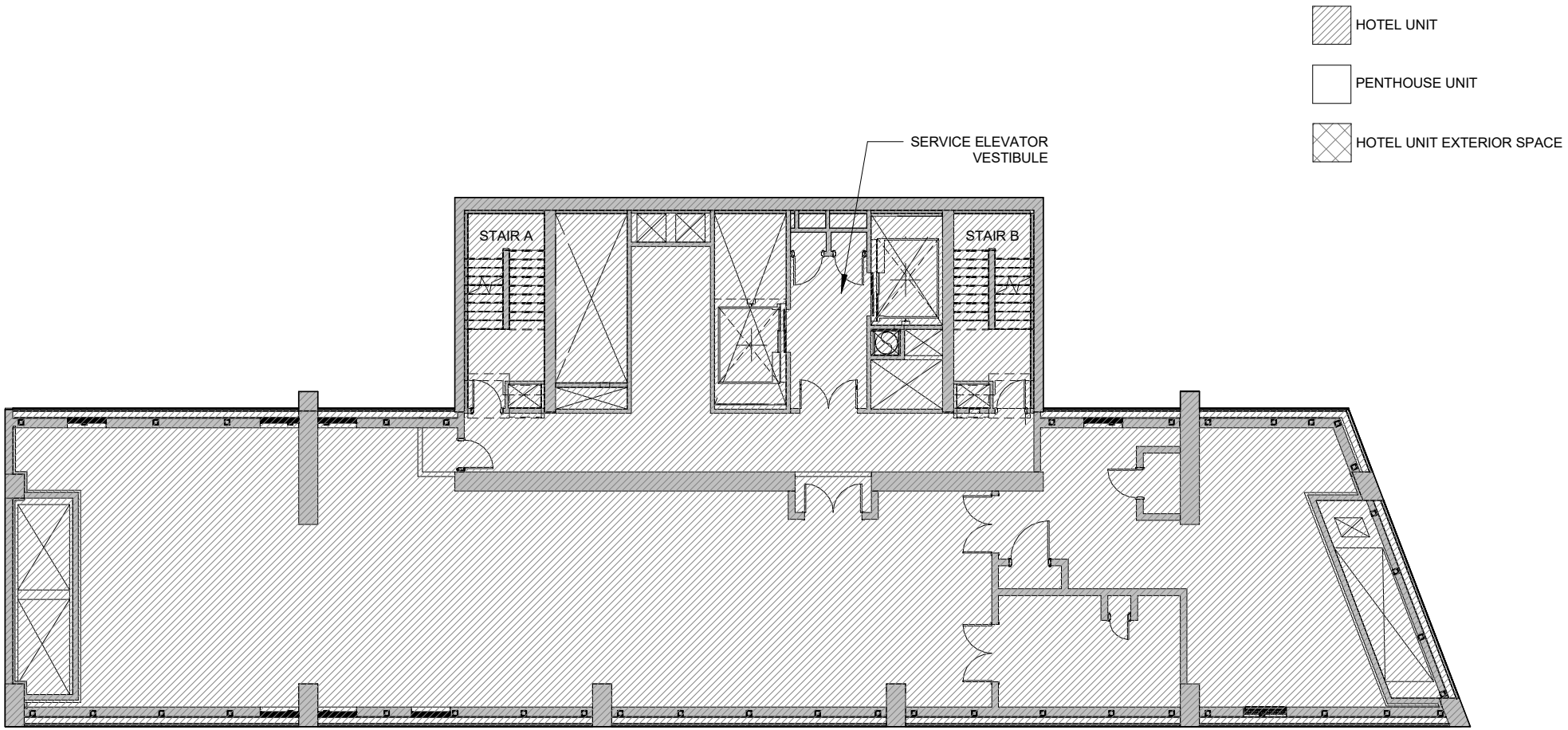
1185 BROADWAY

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DRAWING TITLE

PODIUM - FLOOR 05 ROOF



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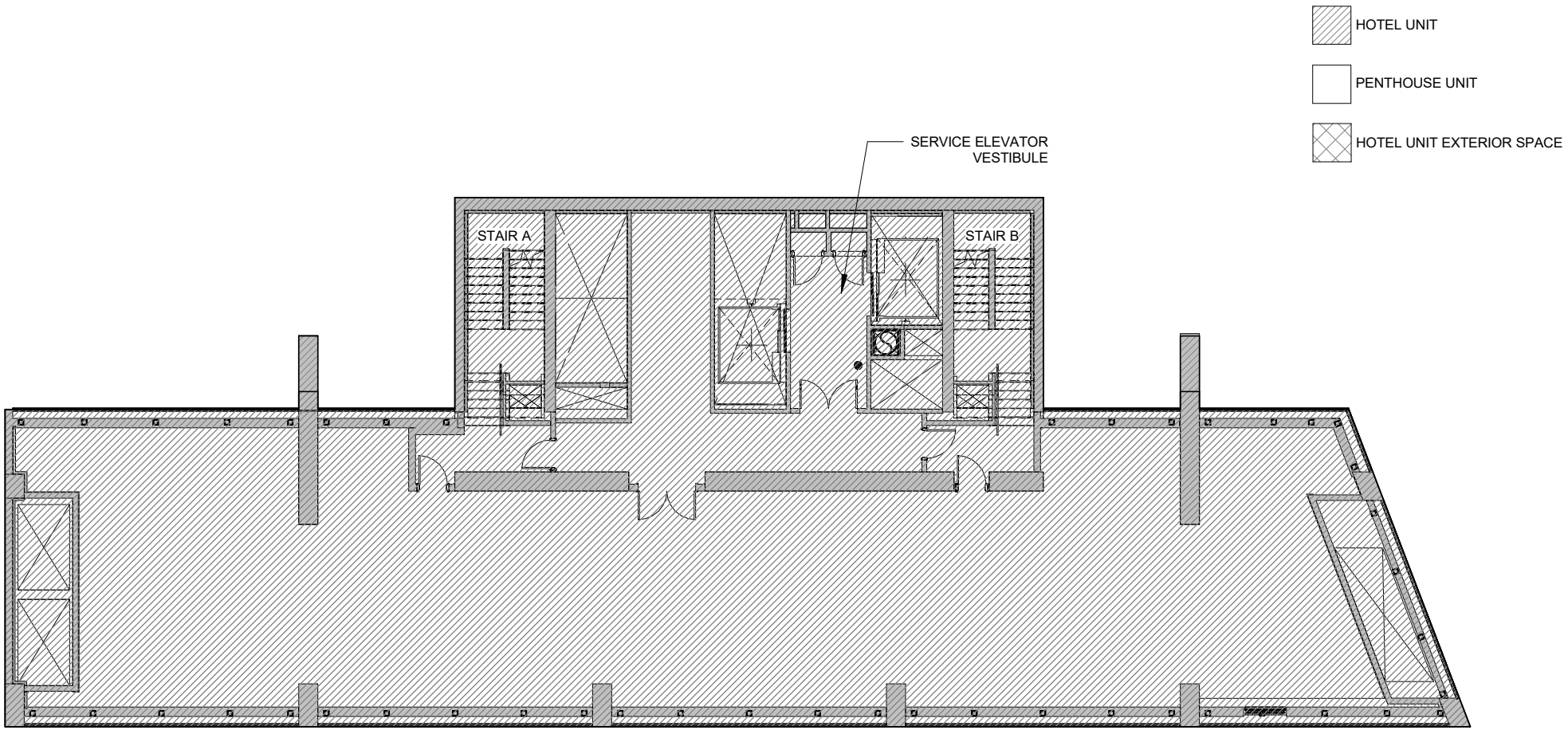
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
MECHANICAL FLOOR - FLOOR 06



0' 8' 16' 32'

INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

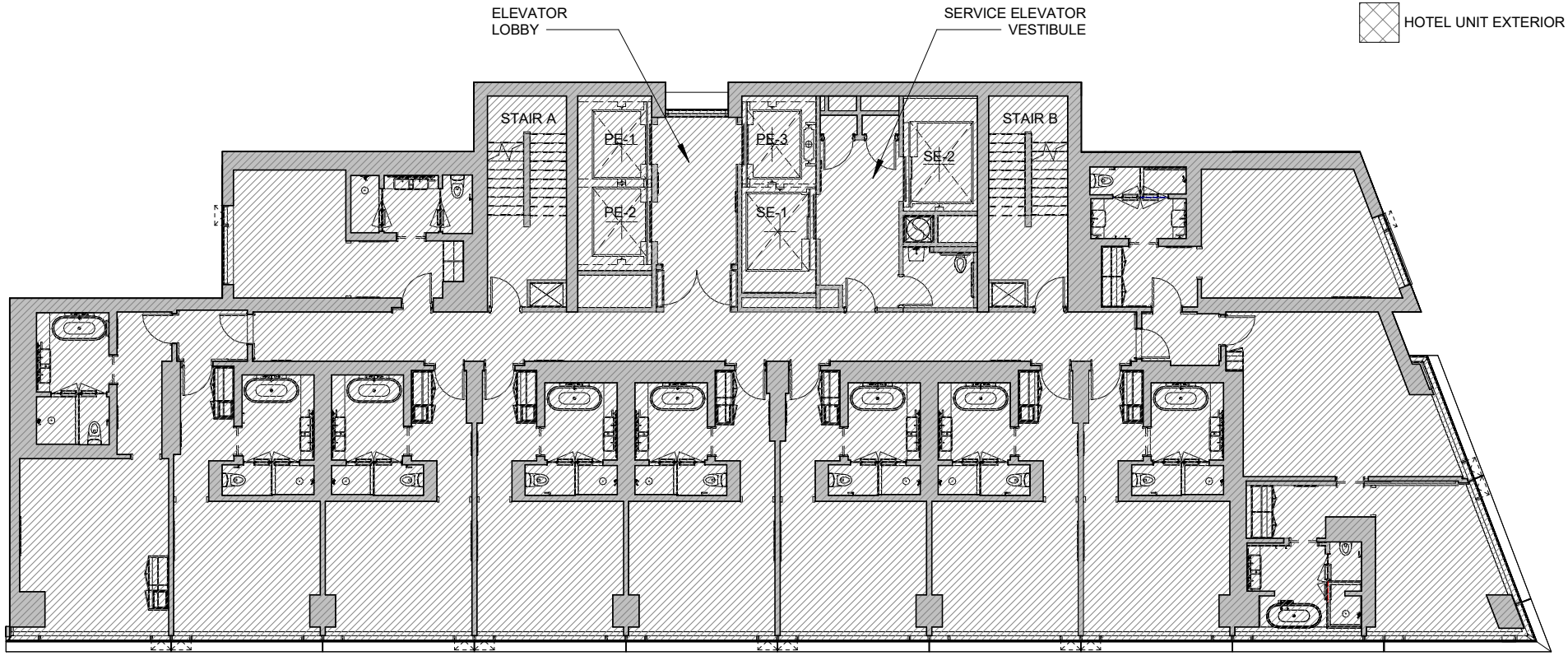
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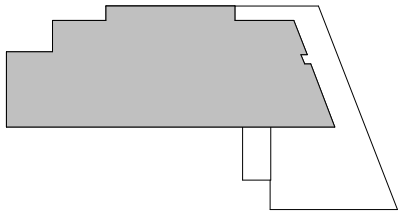
DRAWING TITLE
MECHANICAL FLOOR - FLOOR 07

HOTEL UNIT

PENTHOUSE UNIT

HOTEL UNIT EXTERIOR SPACE





0' 8' 16' 32'

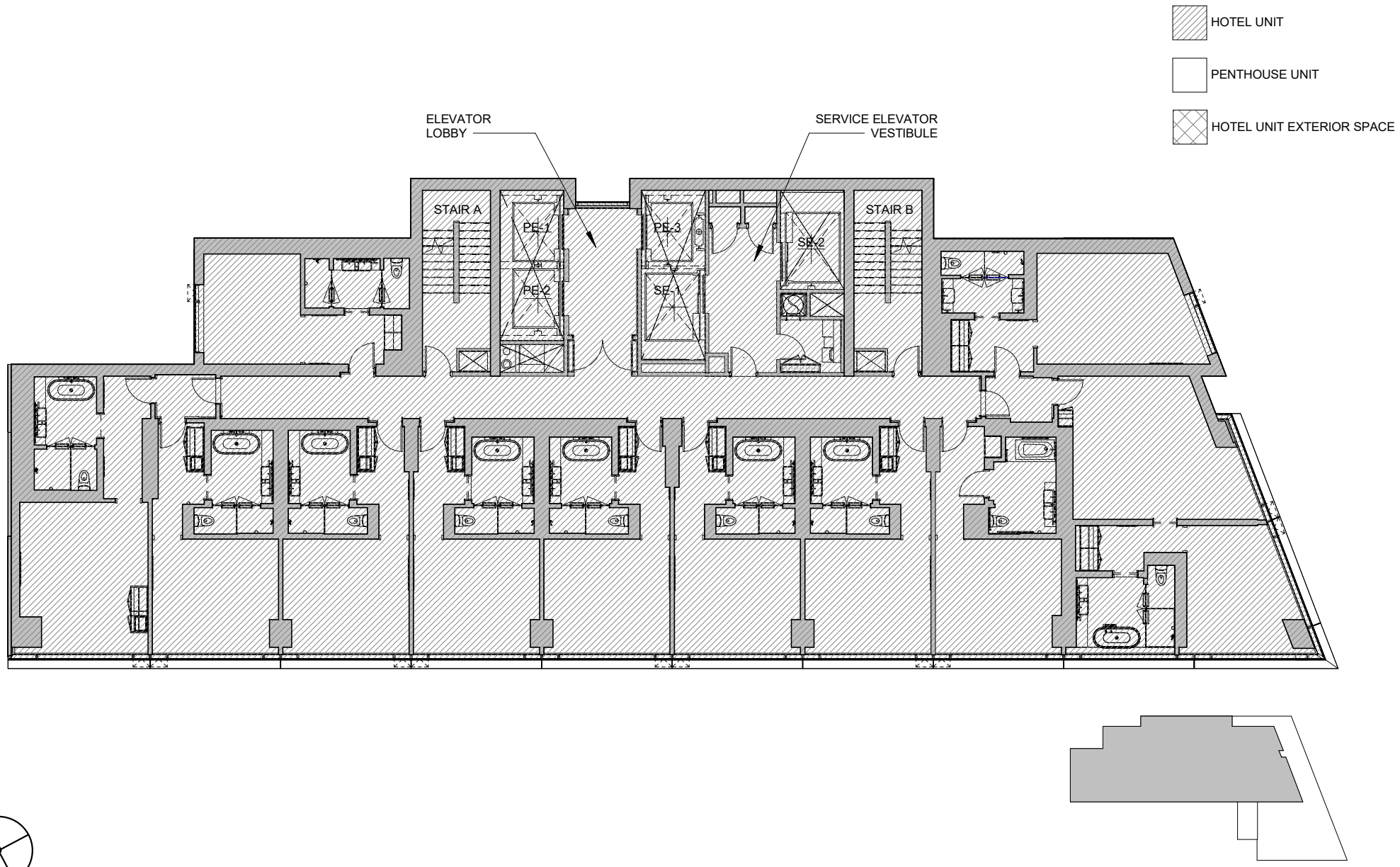
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 14



0' 8' 16' 32'

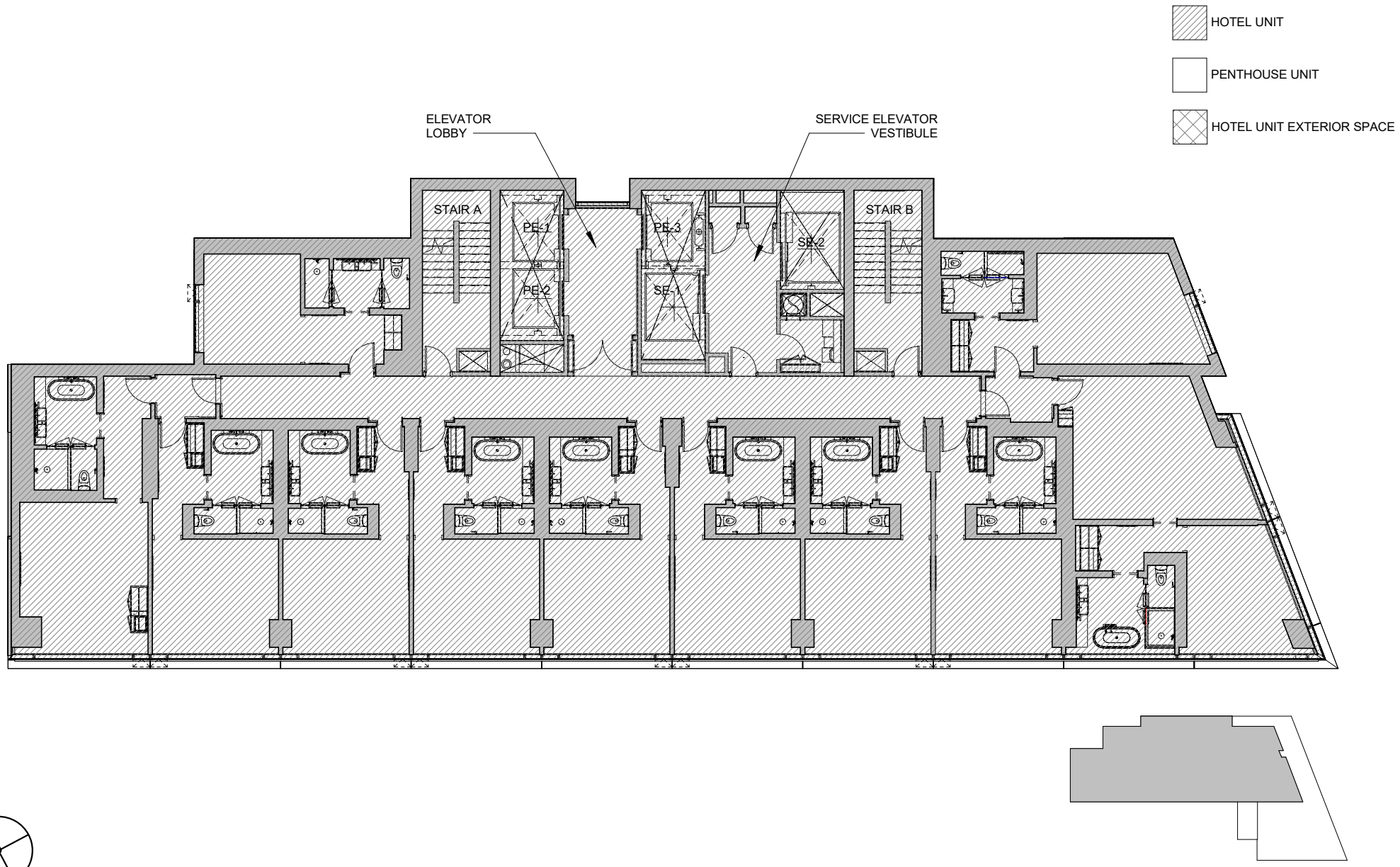
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 15



0' 8' 16' 32'

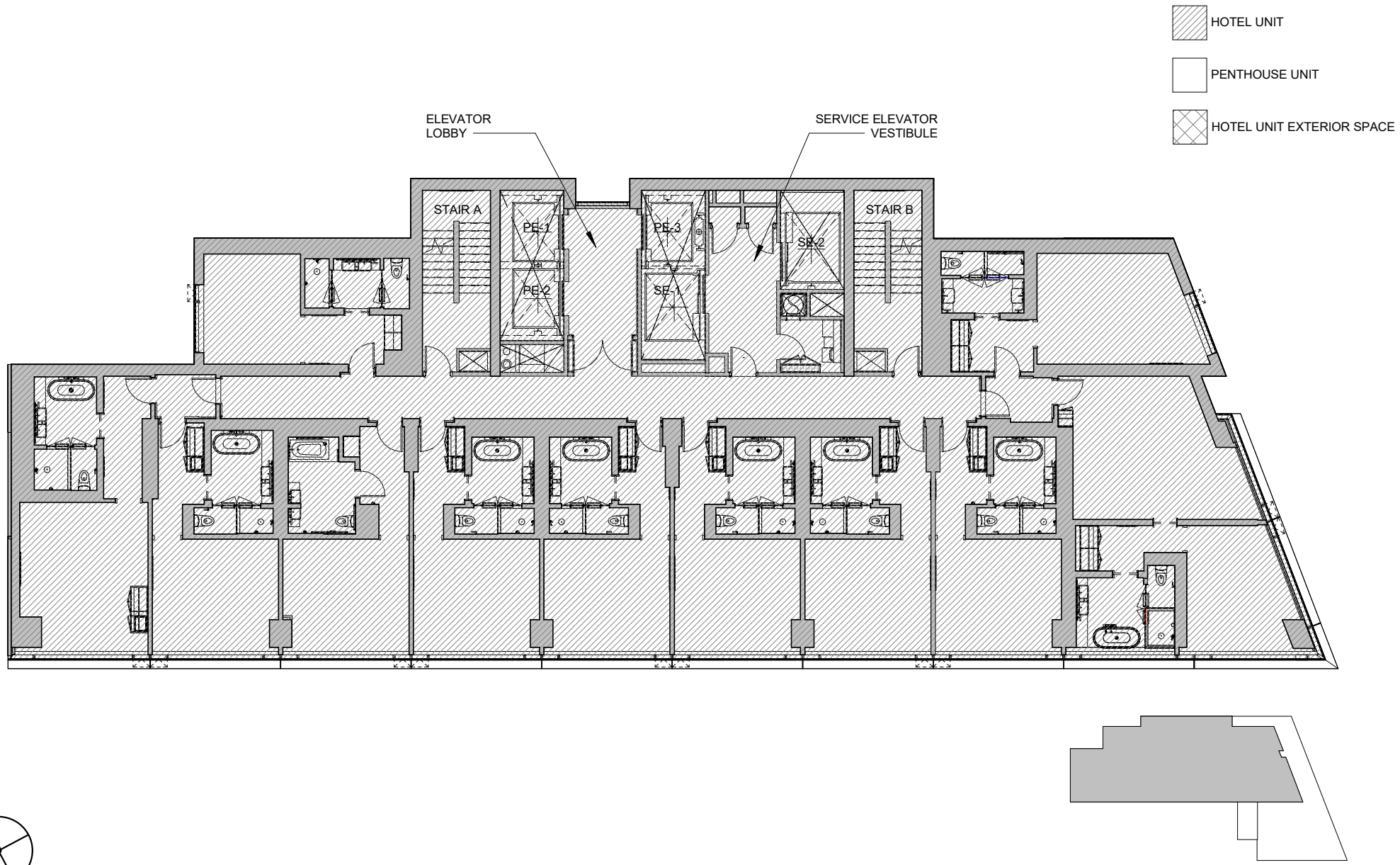
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOORS 16, 18, 20 - 24, 26



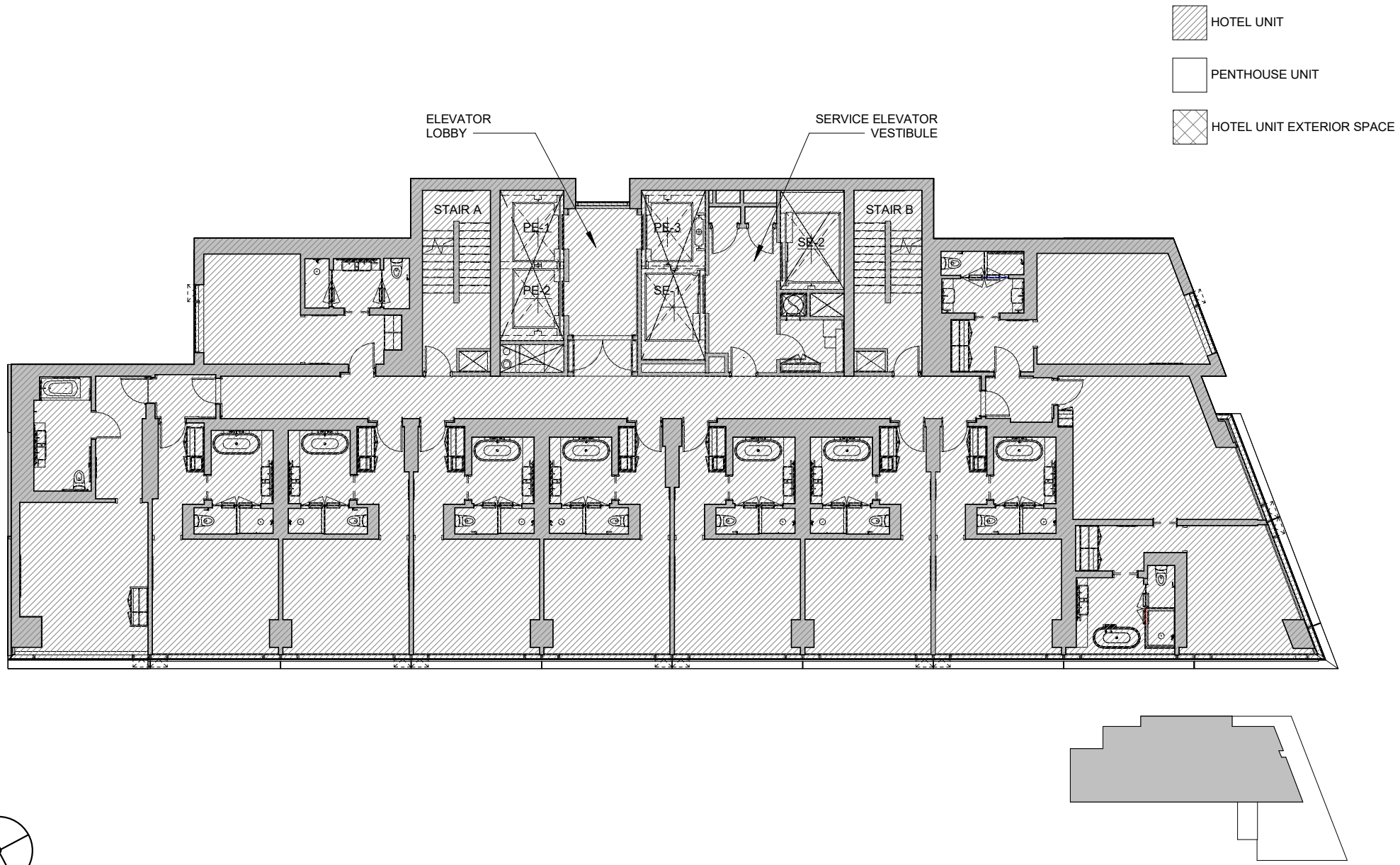
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 17



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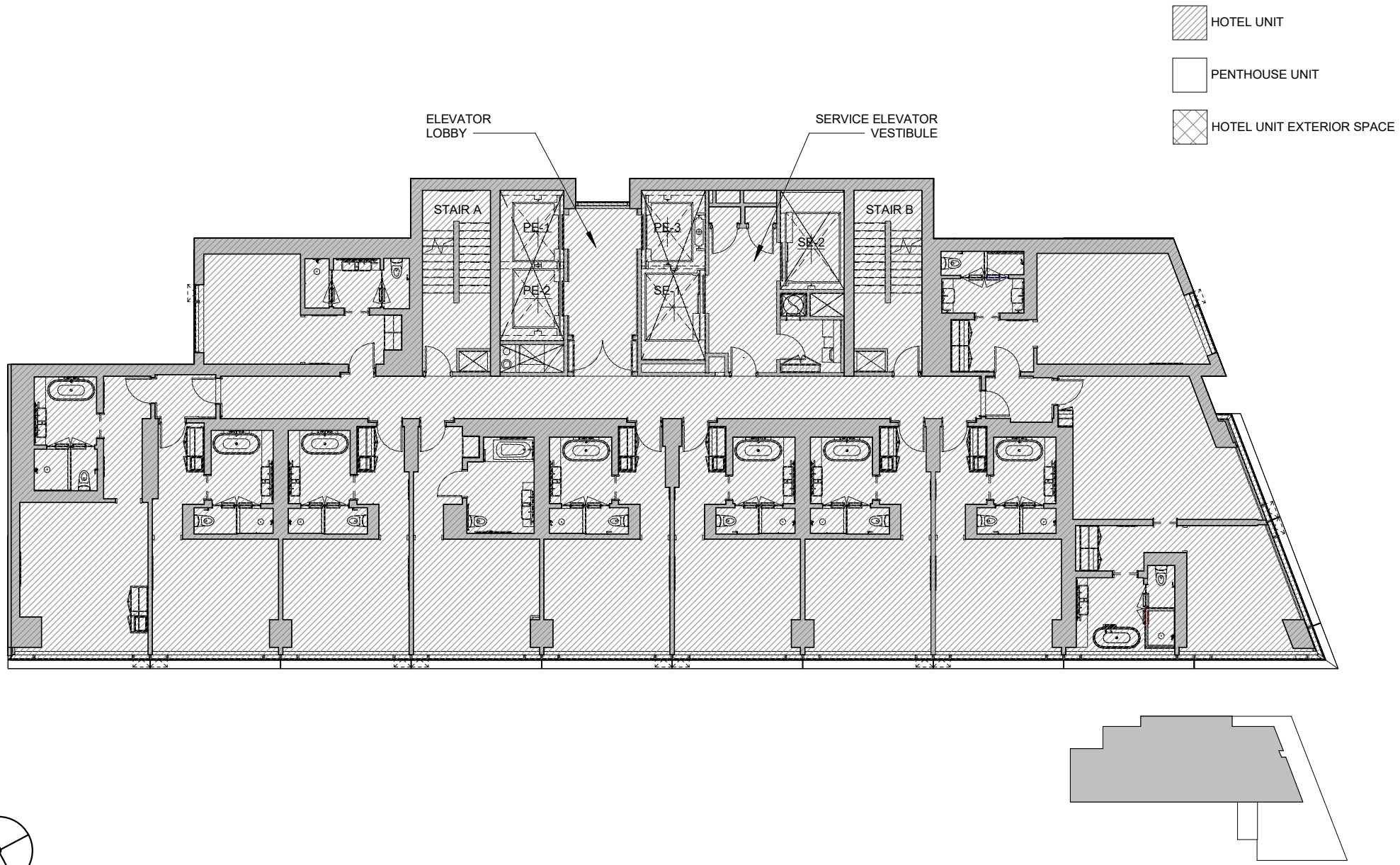
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

THIS FLOOR PLAN IS BASED ON CONSTRUCTION DRAWINGS AND ALL ASPECTS OF THIS FLOOR PLAN INCLUDING, BUT NOT LIMITED TO, DIMENSIONS NOTED HEREON, ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. THE COMPLETE OFFERING TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN. MINOR INACCURACIES IN LAYOUT AND ROOM DIMENSIONS AS SHOWN ON THIS FLOOR PLAN WILL NOT EXCUSE PURCHASER FROM COMPLETING THE PURCHASE OF A UNIT WITHOUT ABATEMENT IN PRICE OR RECOURSE AGAINST SPONSOR.

DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 19



0' 8' 16' 32'

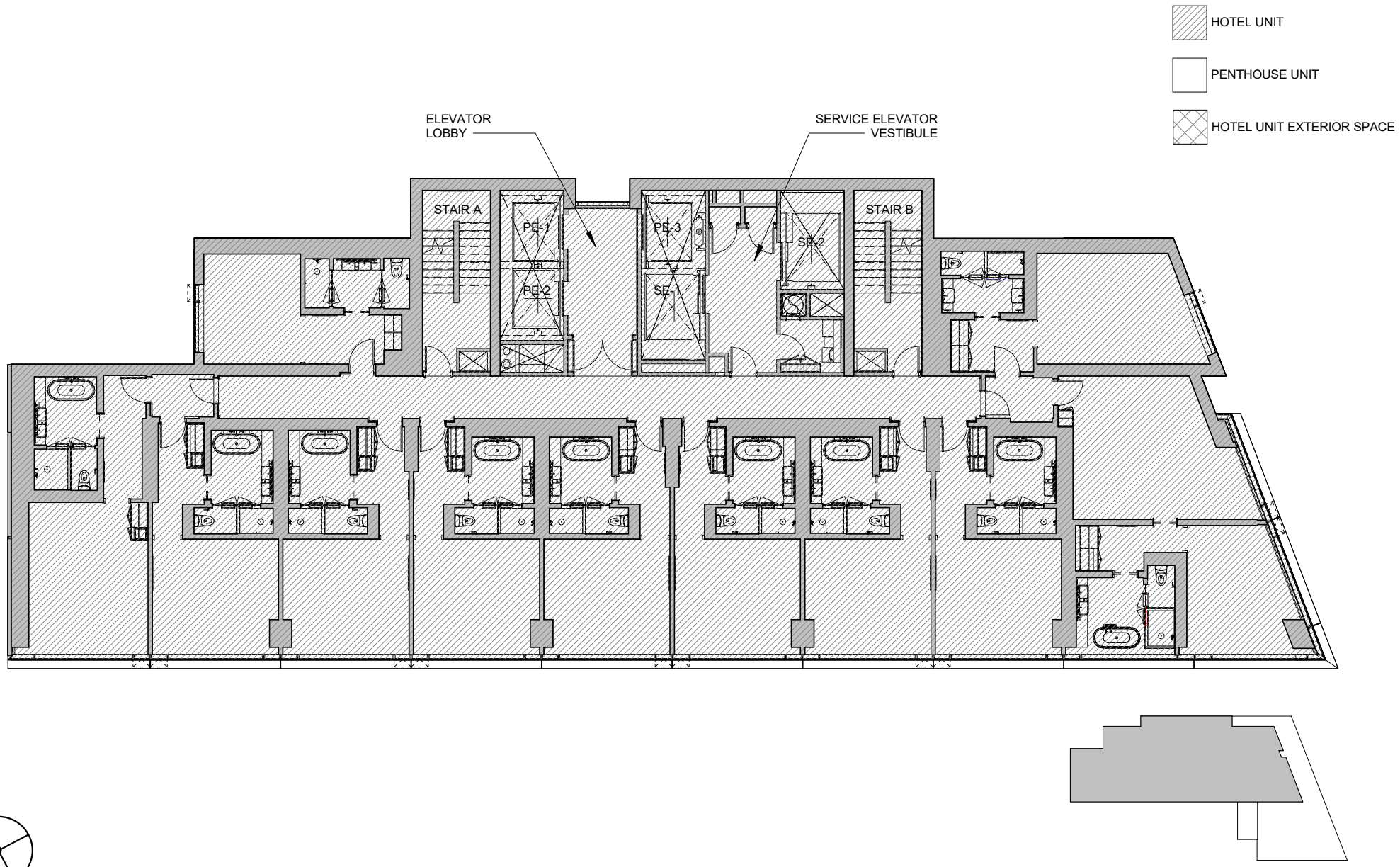
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 25



0' 8' 16' 32'

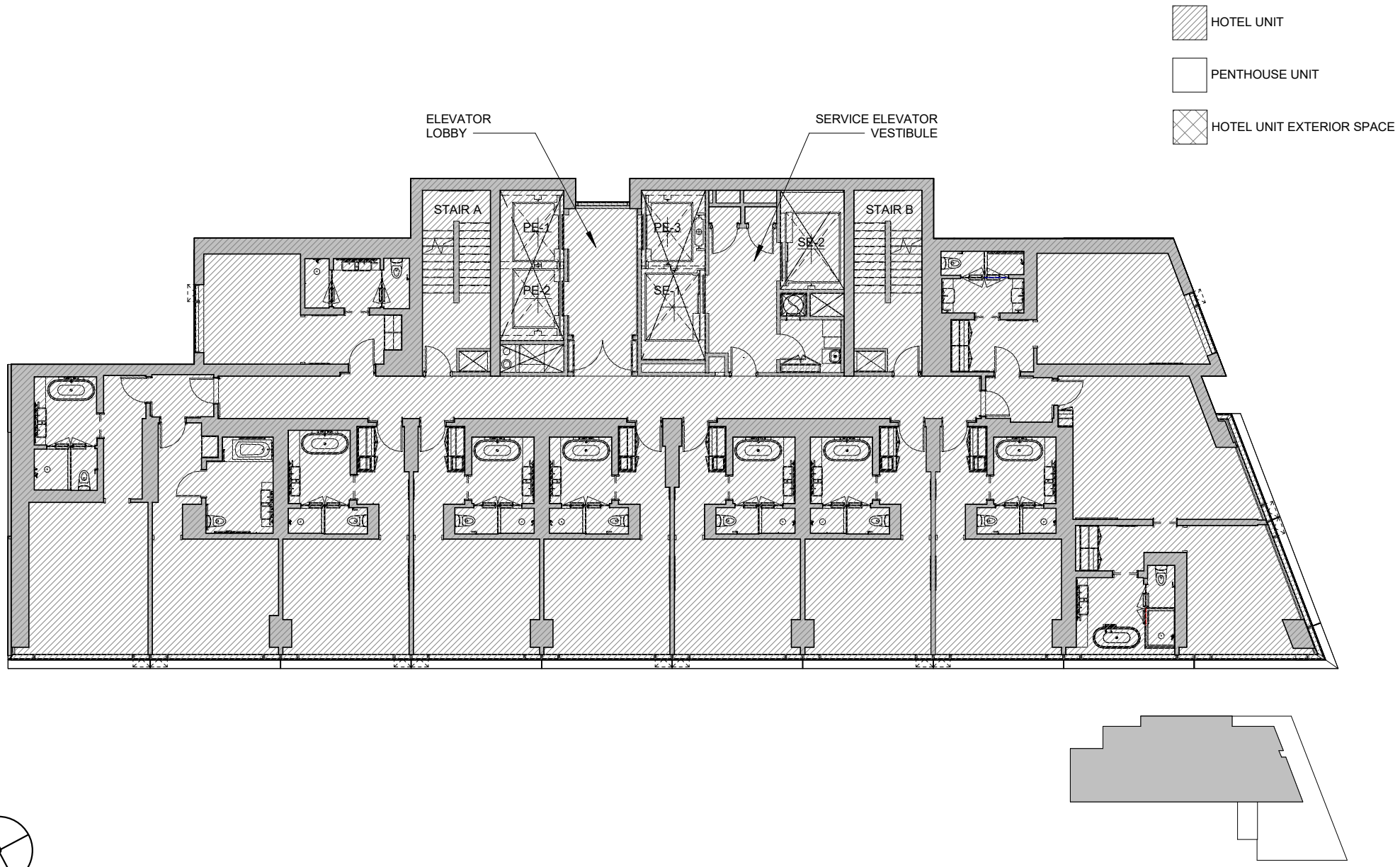
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 27, 29



0' 8' 16' 32'

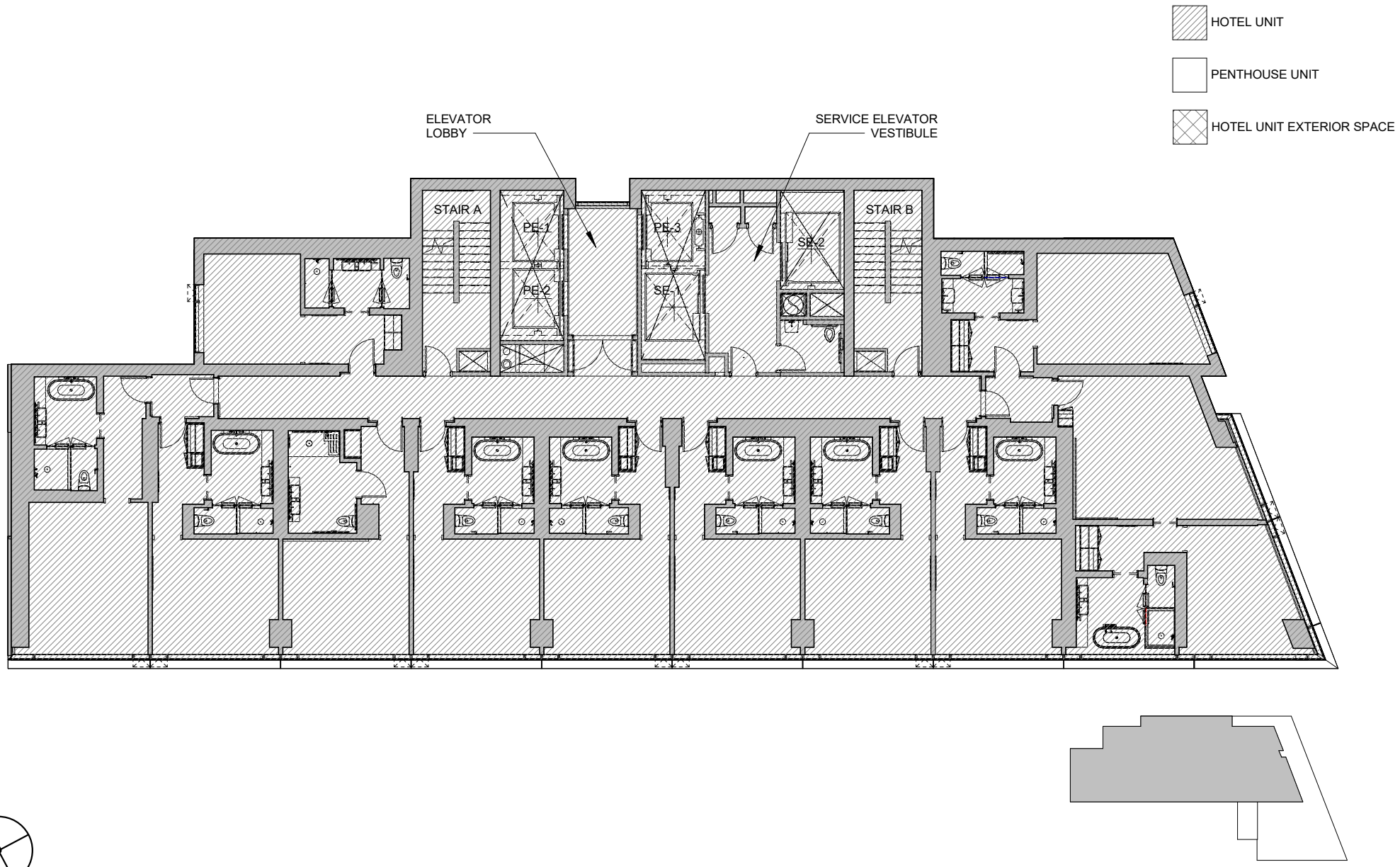
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 28



0' 8' 16' 32'

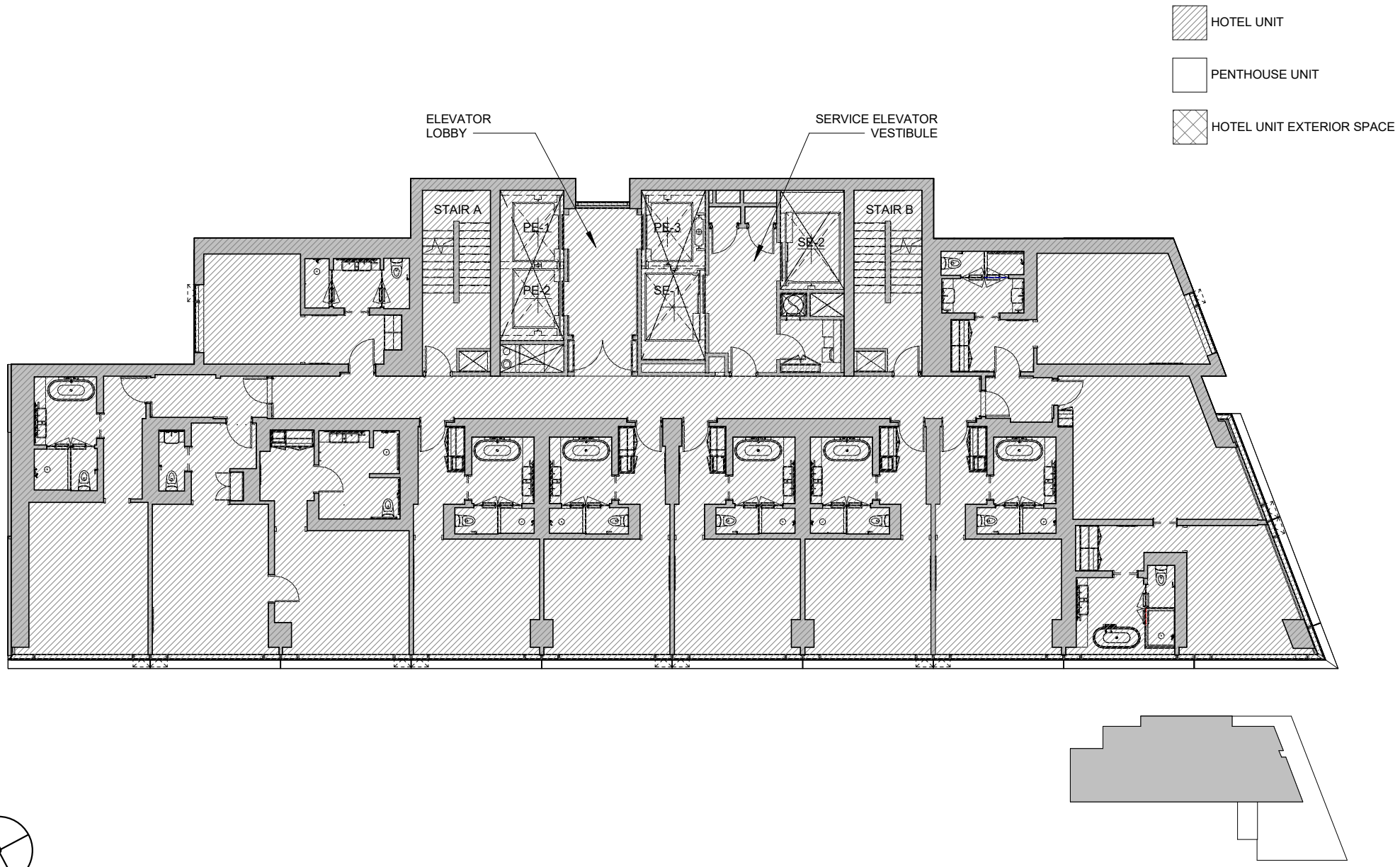
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 30



0' 8' 16' 32'

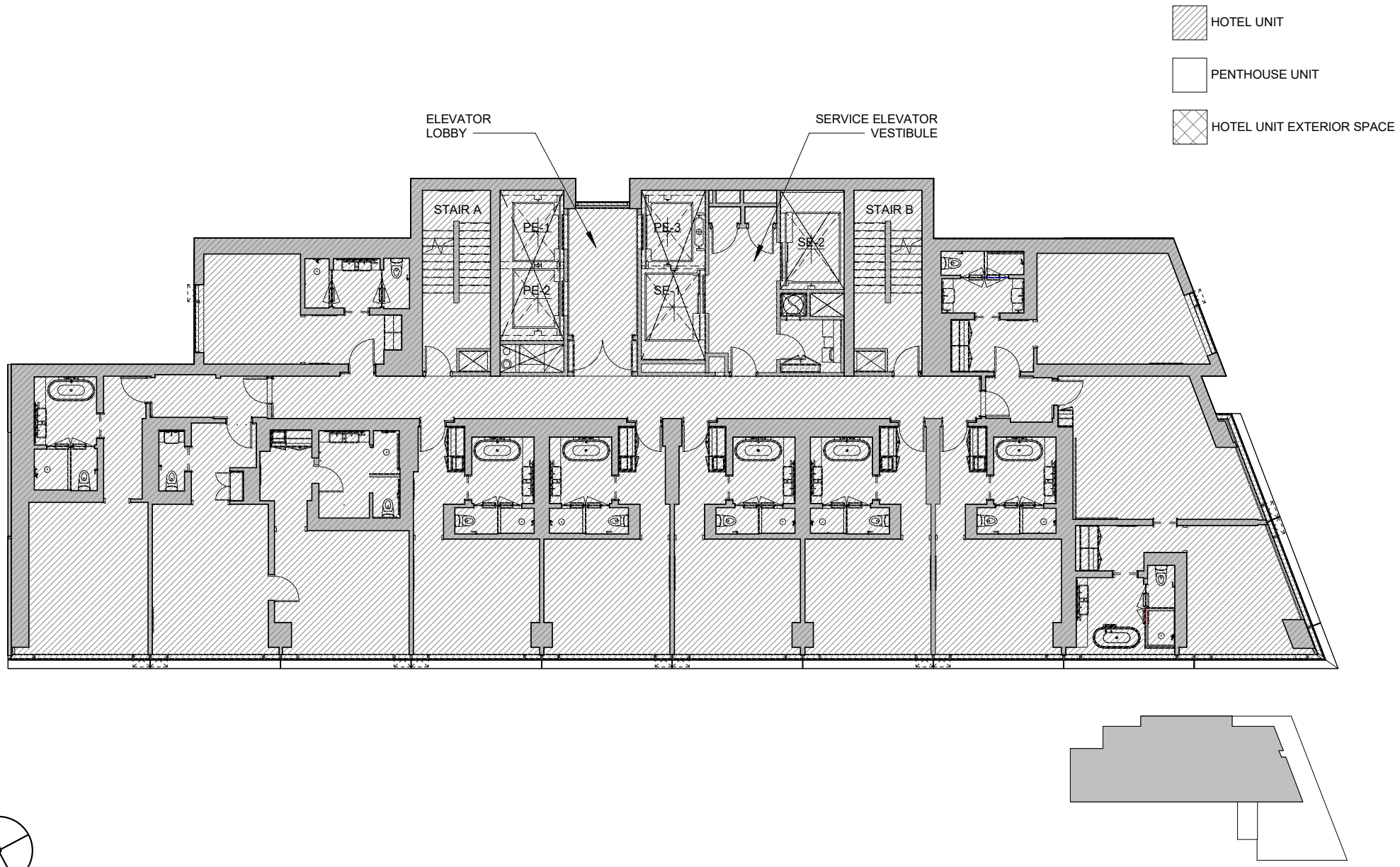
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 31



0' 8' 16' 32'

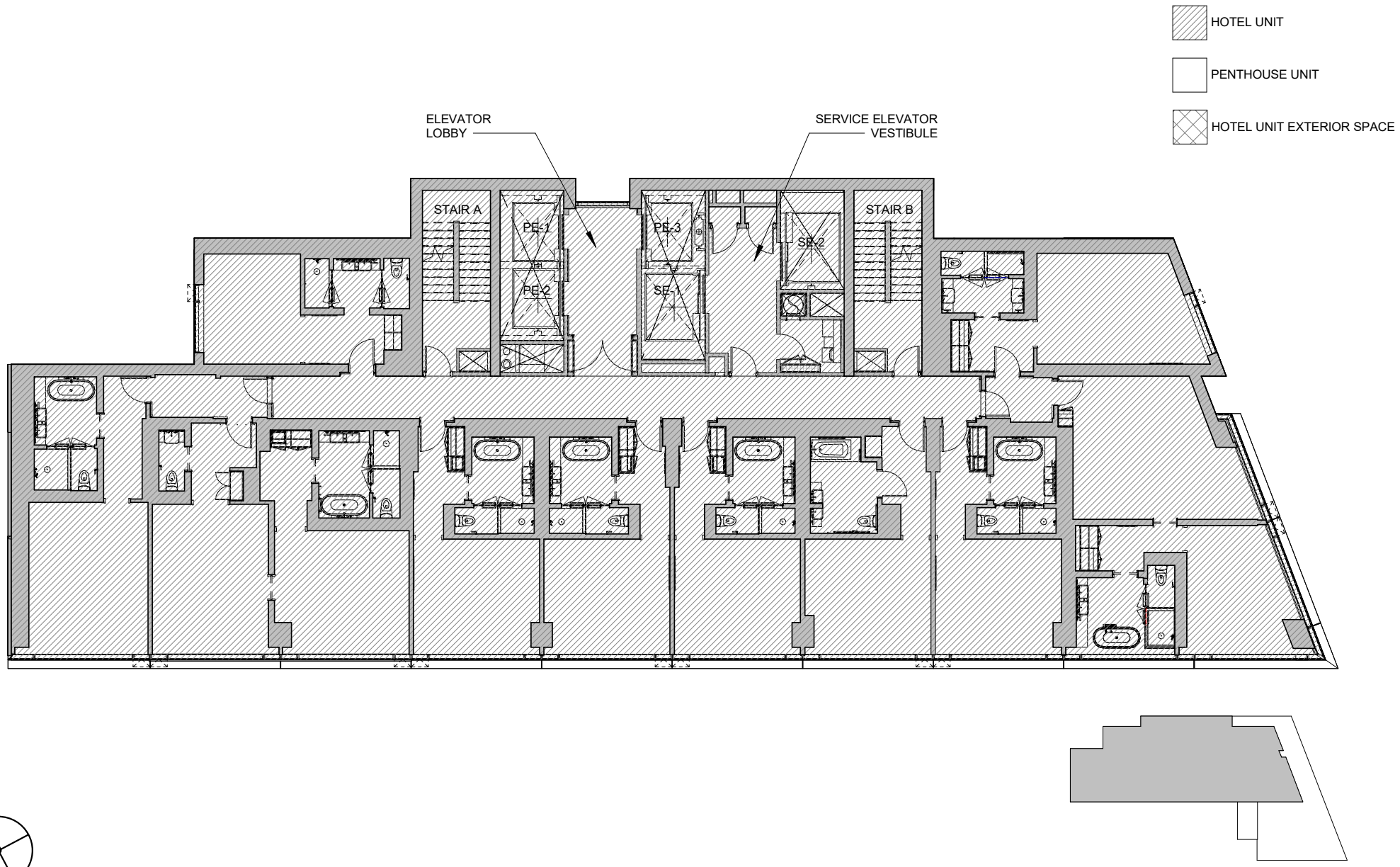
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 32-34



0' 8' 16' 32'

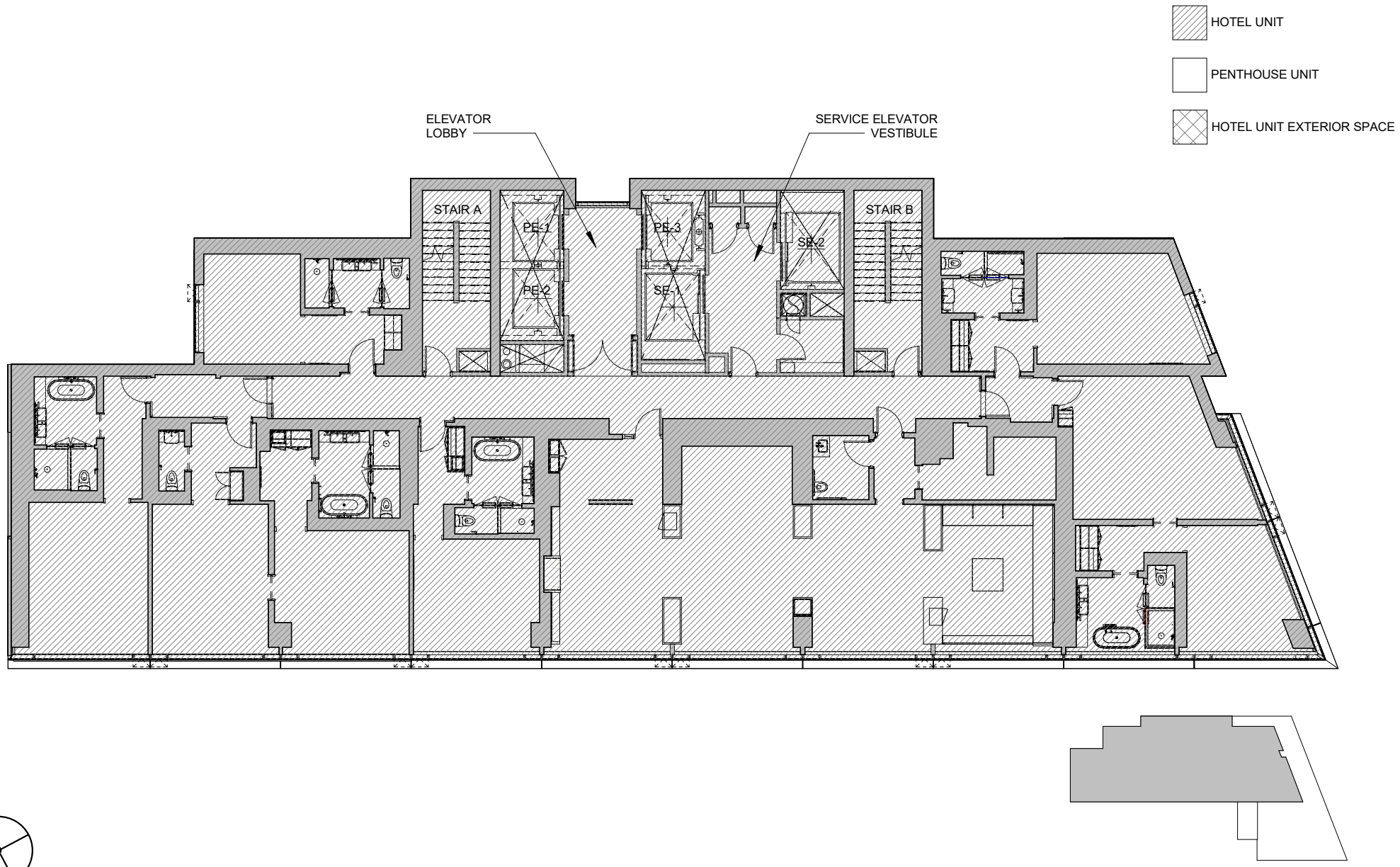
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 35



0' 8' 16' 32'

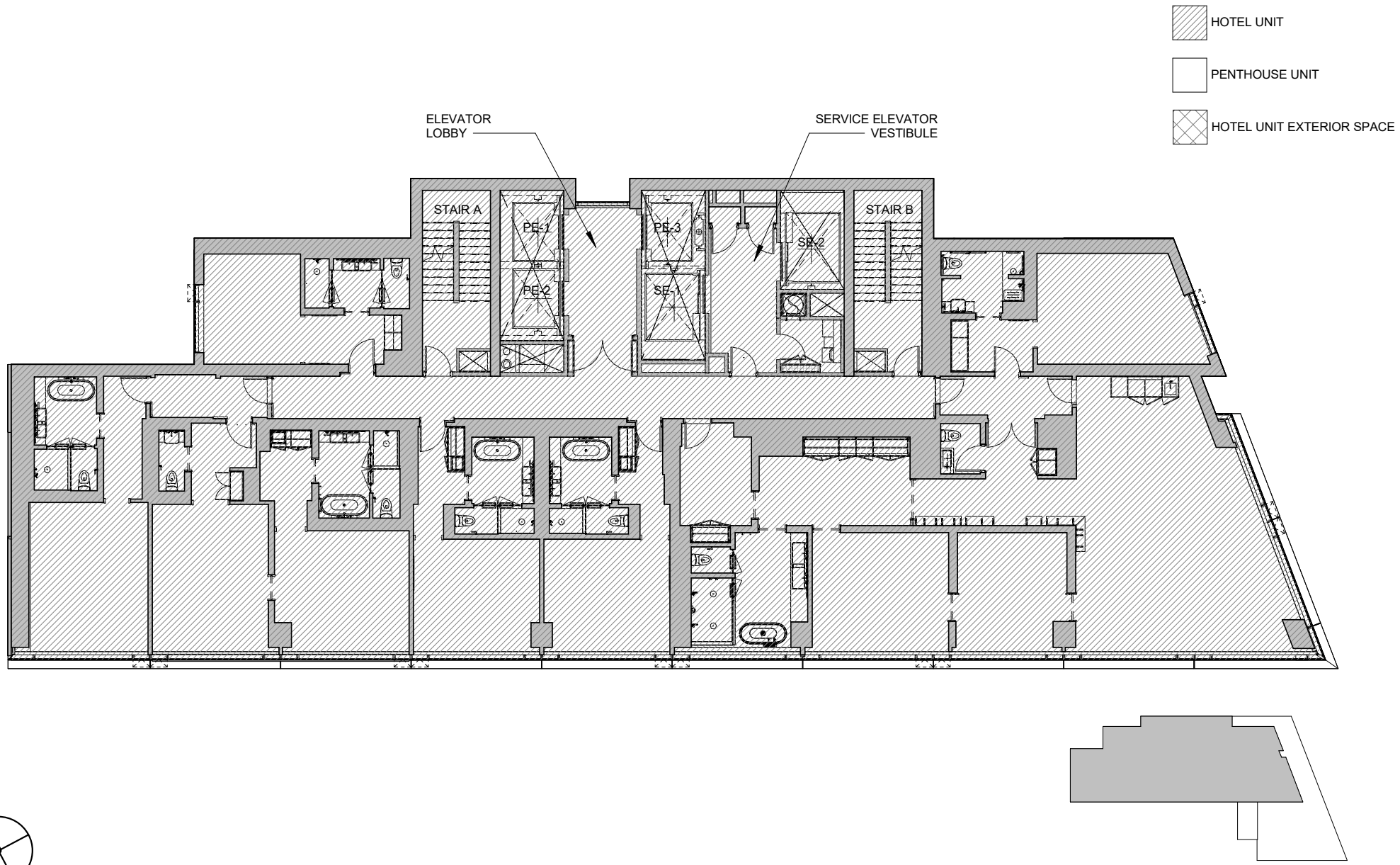
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 36



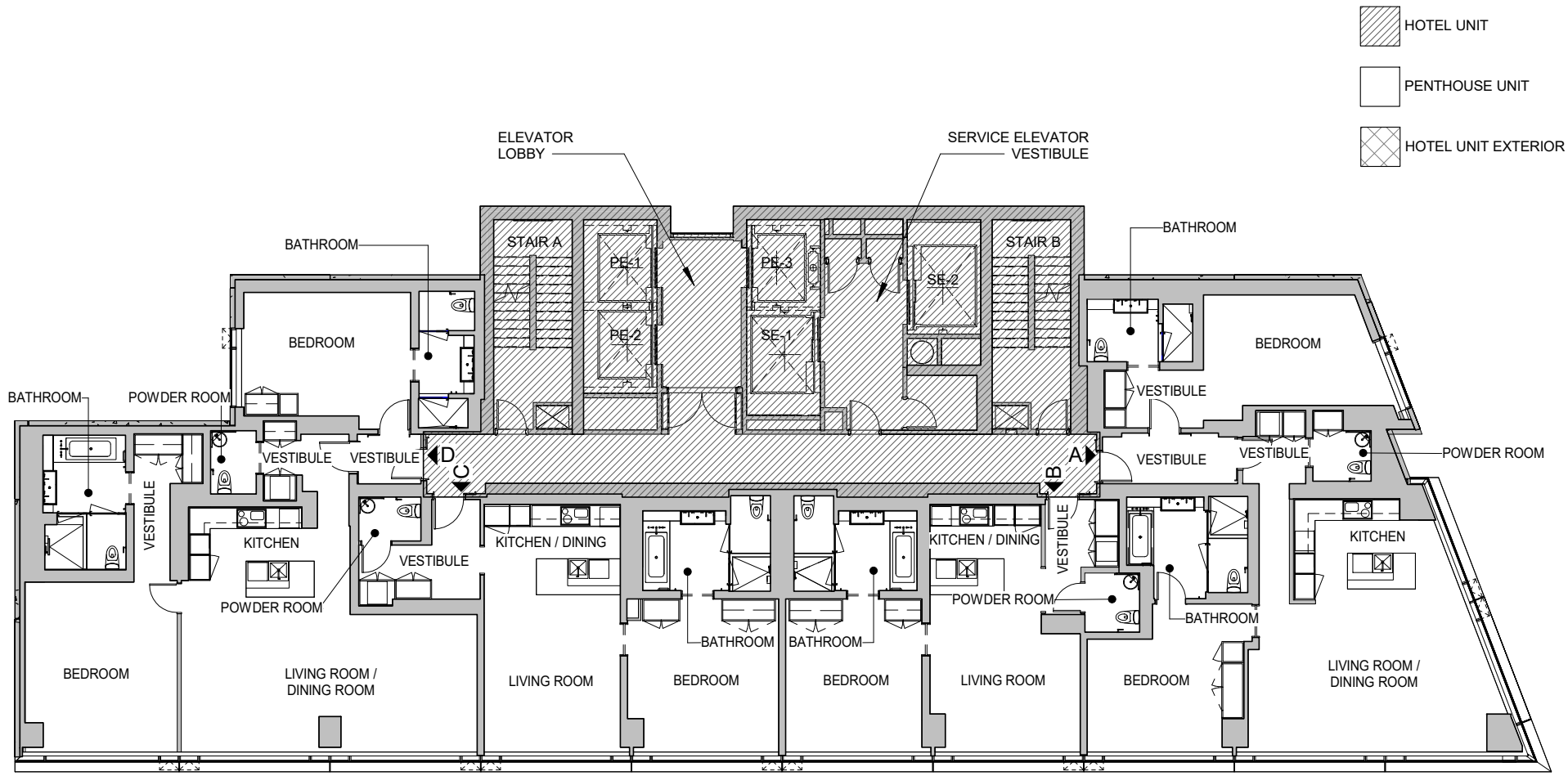
INITIAL ISSUANCE	05/06/2021

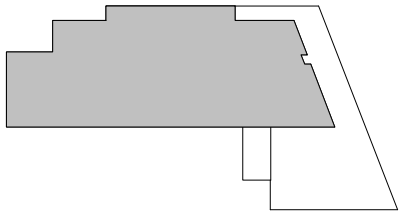
PROJECT NAME
1185 BROADWAY

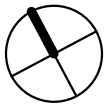
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DRAWING TITLE
GUESTROOM DISTRIBUTION
FLOOR 37







0' 8' 16' 32'

INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

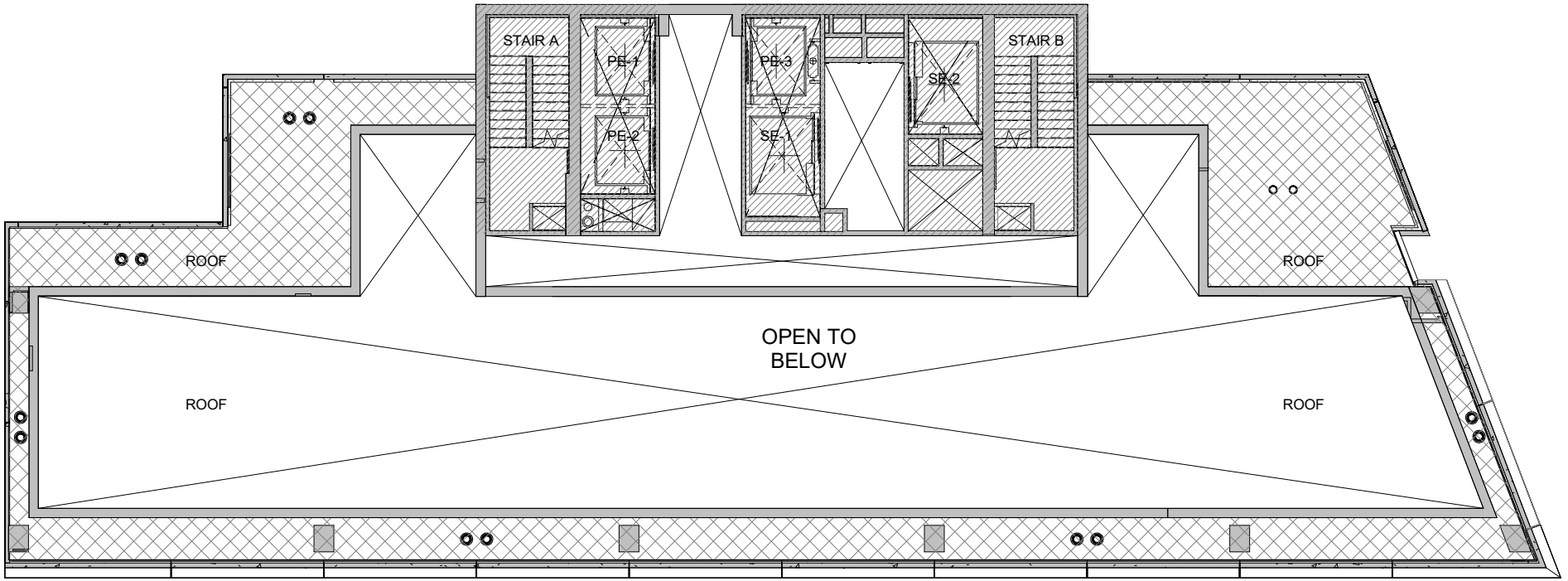
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DRAWING TITLE
TYP. CONDO UNITS - FLOORS
PH 38 - PH 41

HOTEL UNIT

PENTHOUSE UNIT

HOTEL UNIT EXTERIOR SPACE



0' 8' 16' 32'

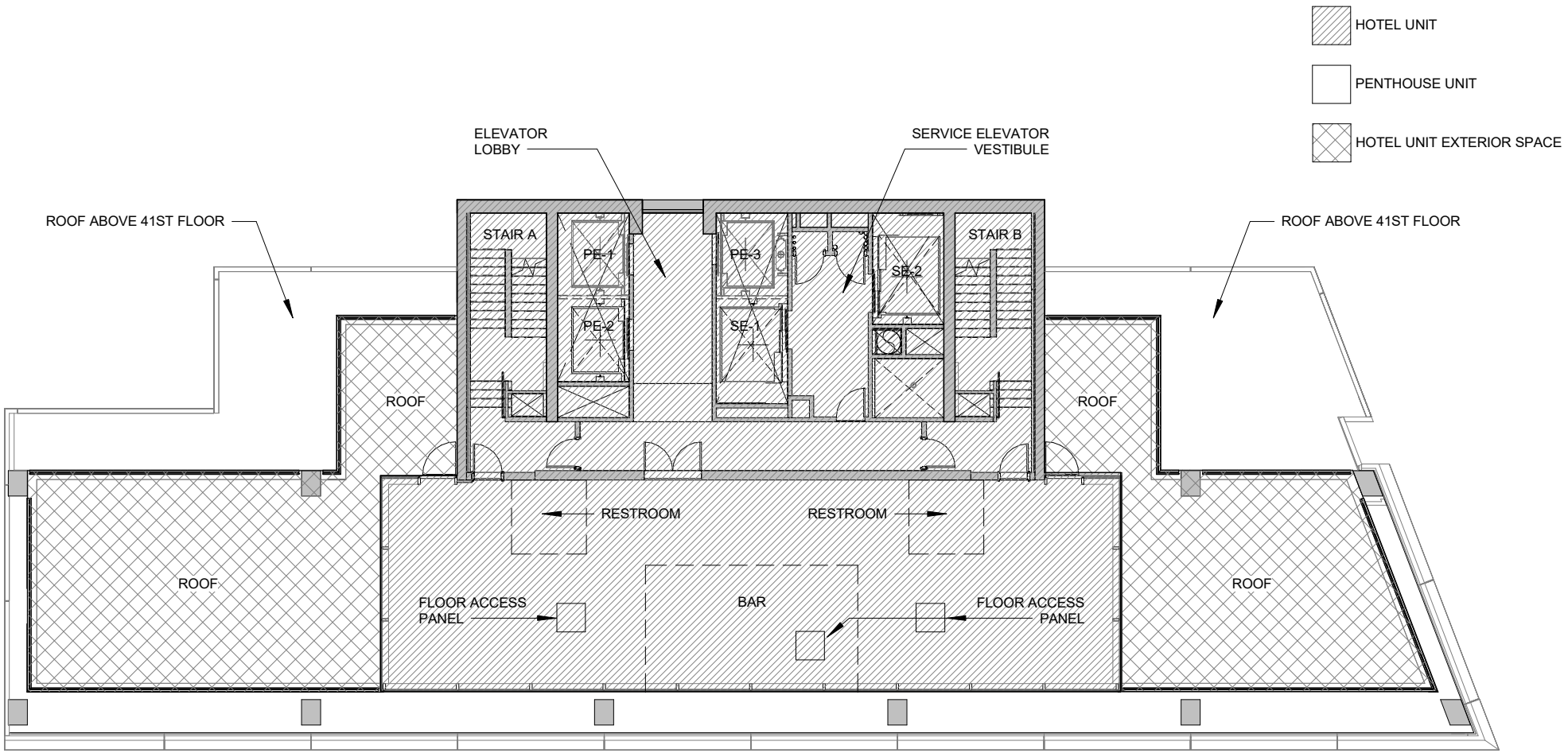
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DRAWING TITLE
FLOOR PH 41 ROOF



0' 8' 16' 32'

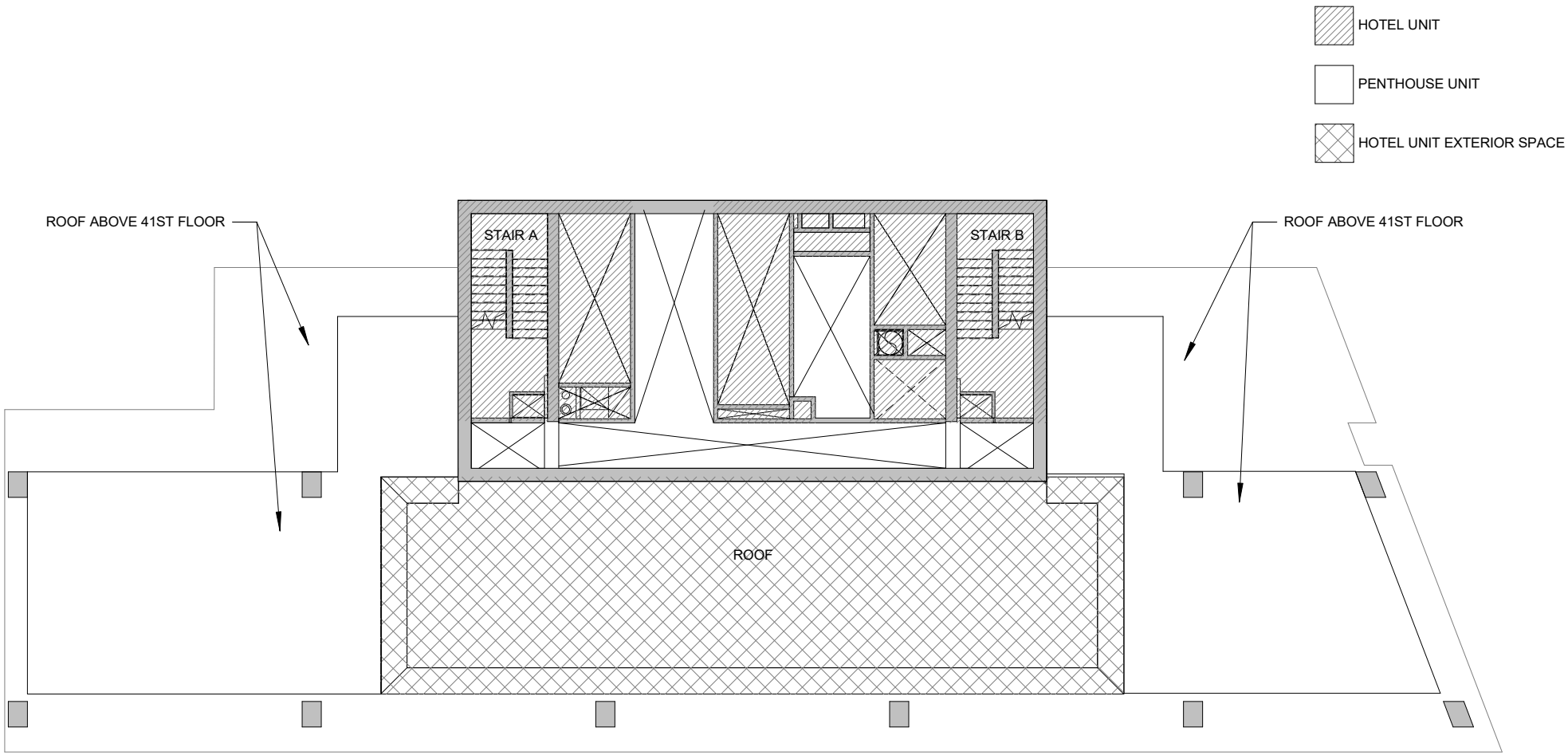
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
FLOOR 42



0' 8' 16' 32'

INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

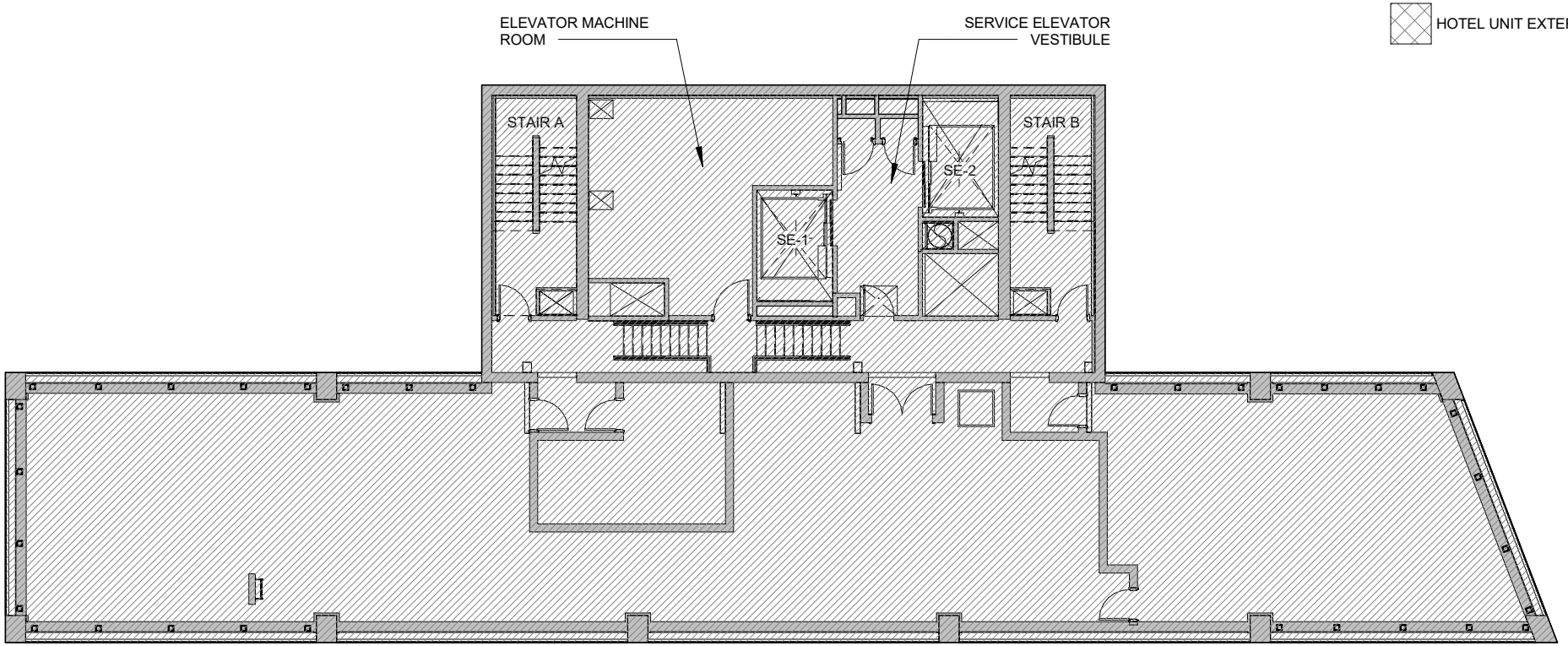
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DRAWING TITLE
FLOOR 42 ROOF

HOTEL UNIT

PENTHOUSE UNIT

HOTEL UNIT EXTERIOR SPACE



0' 8' 16' 32'

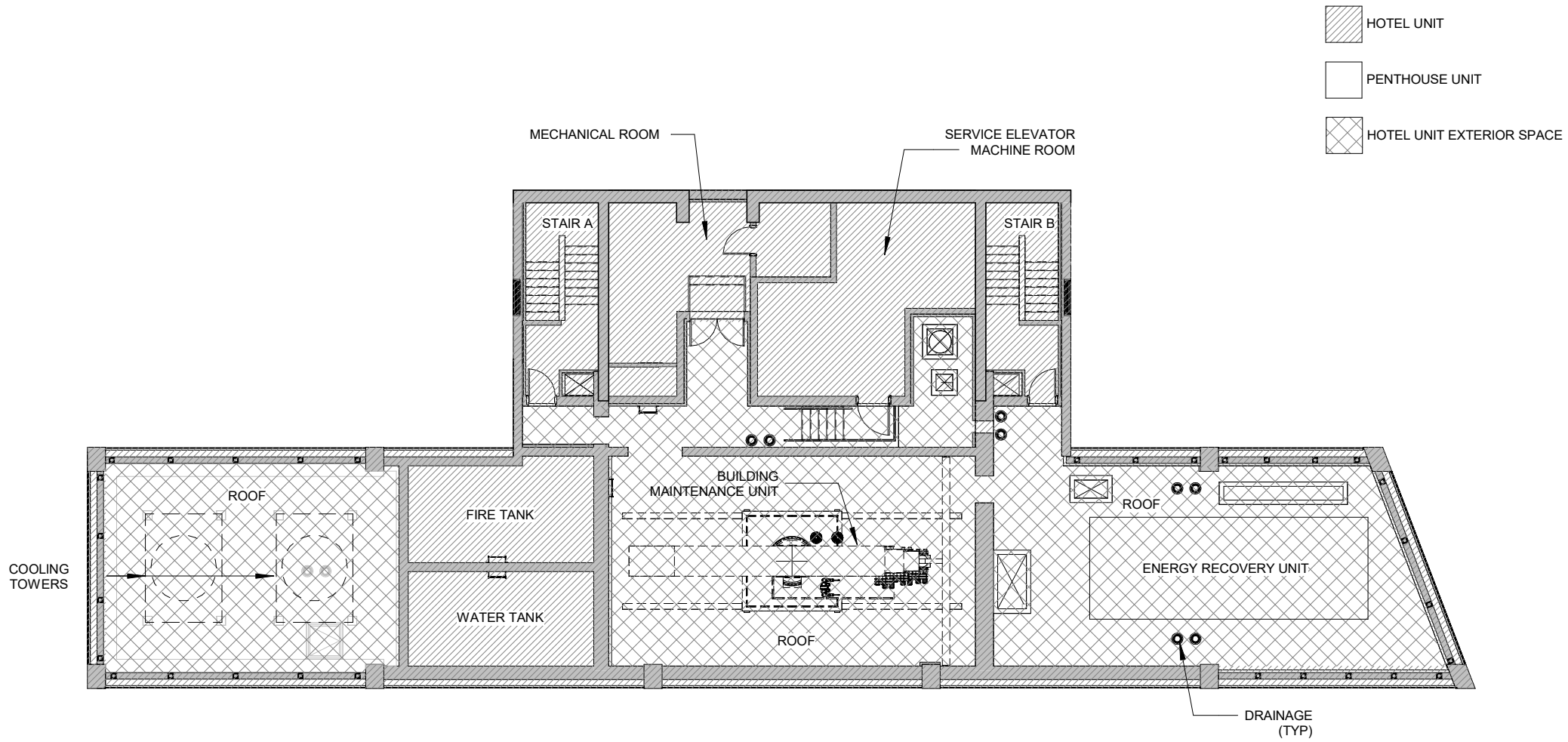
INITIAL ISSUANCE	05/06/2021

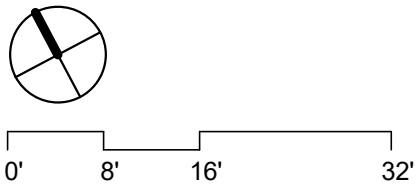
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DRAWING TITLE
MECHANICAL FLOOR - FLOOR 43





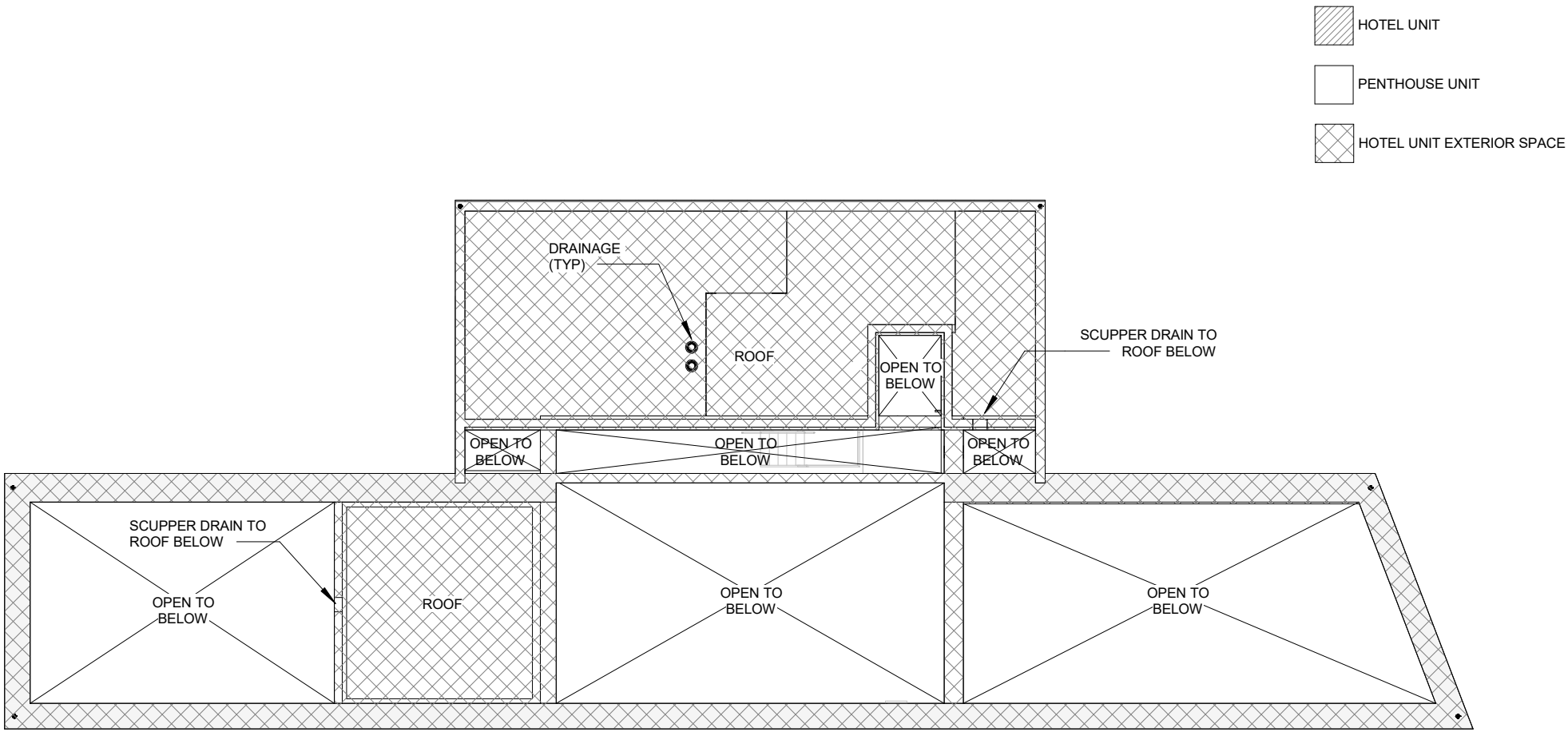
INITIAL ISSUANCE	05/06/2021

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DRAWING TITLE
MECHANICAL FLOOR - FLOOR 44



0' 8' 16' 32'

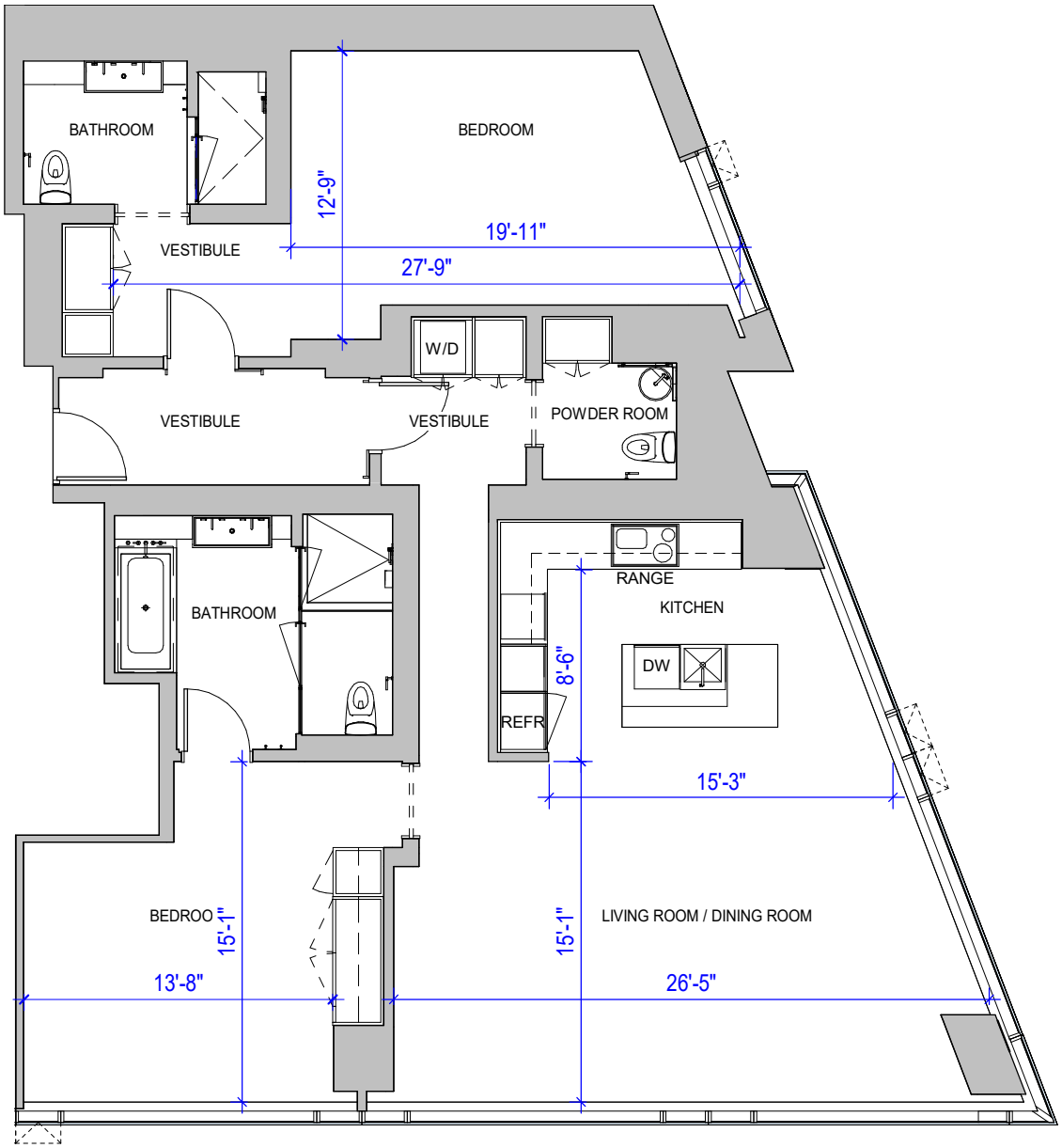
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

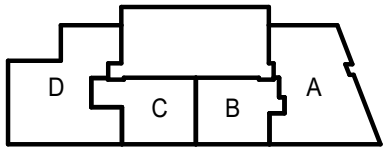
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DRAWING TITLE
ROOF - FLOOR 45



2 BEDROOMS
2.5 BATHROOMS
AREA: 1,750 SF

DW = DISHWASHER
REFR = REFRIGERATOR



0' 4' 8' 16'

INITIAL ISSUANCE	05/06/2021

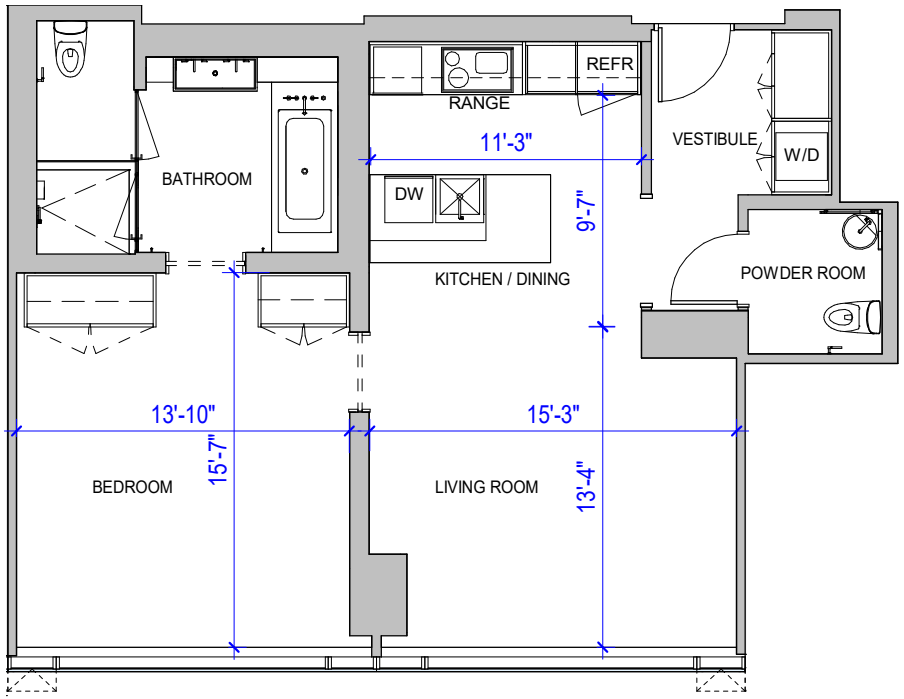
PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

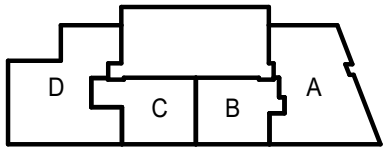
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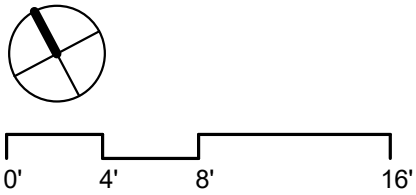
DRAWING TITLE
FLOORS PH 38 - PH 41 - TYP.
CONDO UNIT A

1 BEDROOMS
1.5 BATHROOMS
AREA: 911 SF



DW = DISHWASHER
REFR = REFRIGERATOR





INITIAL ISSUANCE	05/06/2021

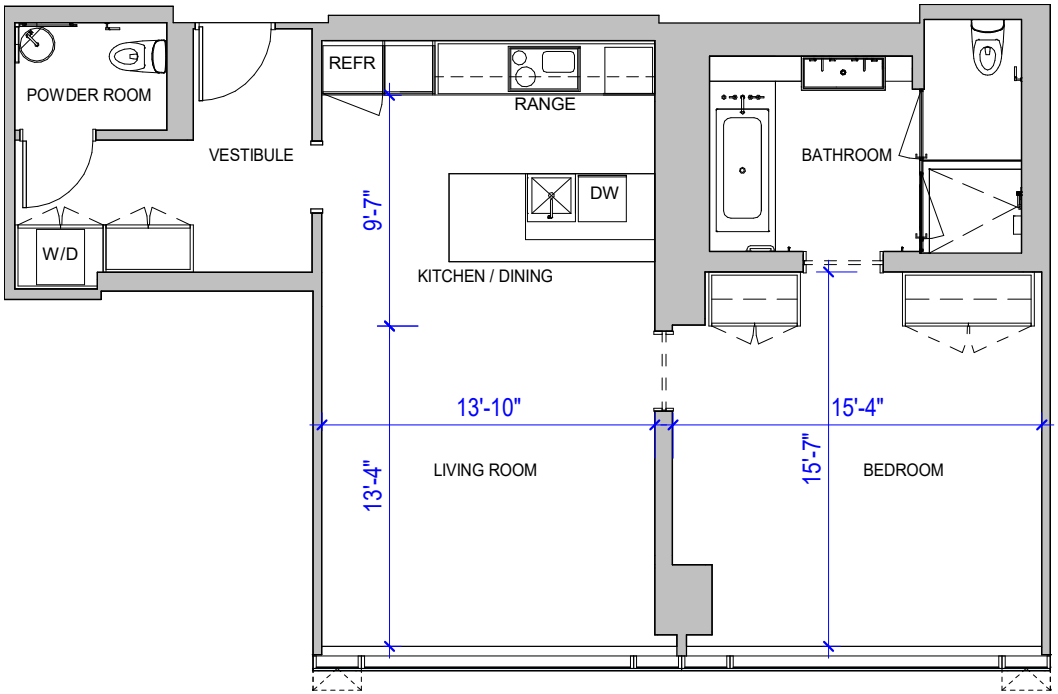
PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

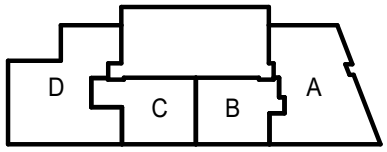
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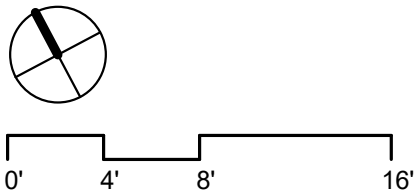
DRAWING TITLE
FLOORS PH 38 - PH 41 - TYP.
CONDO UNIT B

1 BEDROOMS
1.5 BATHROOMS
AREA: 989 SF



DW = DISHWASHER
REFR = REFRIGERATOR





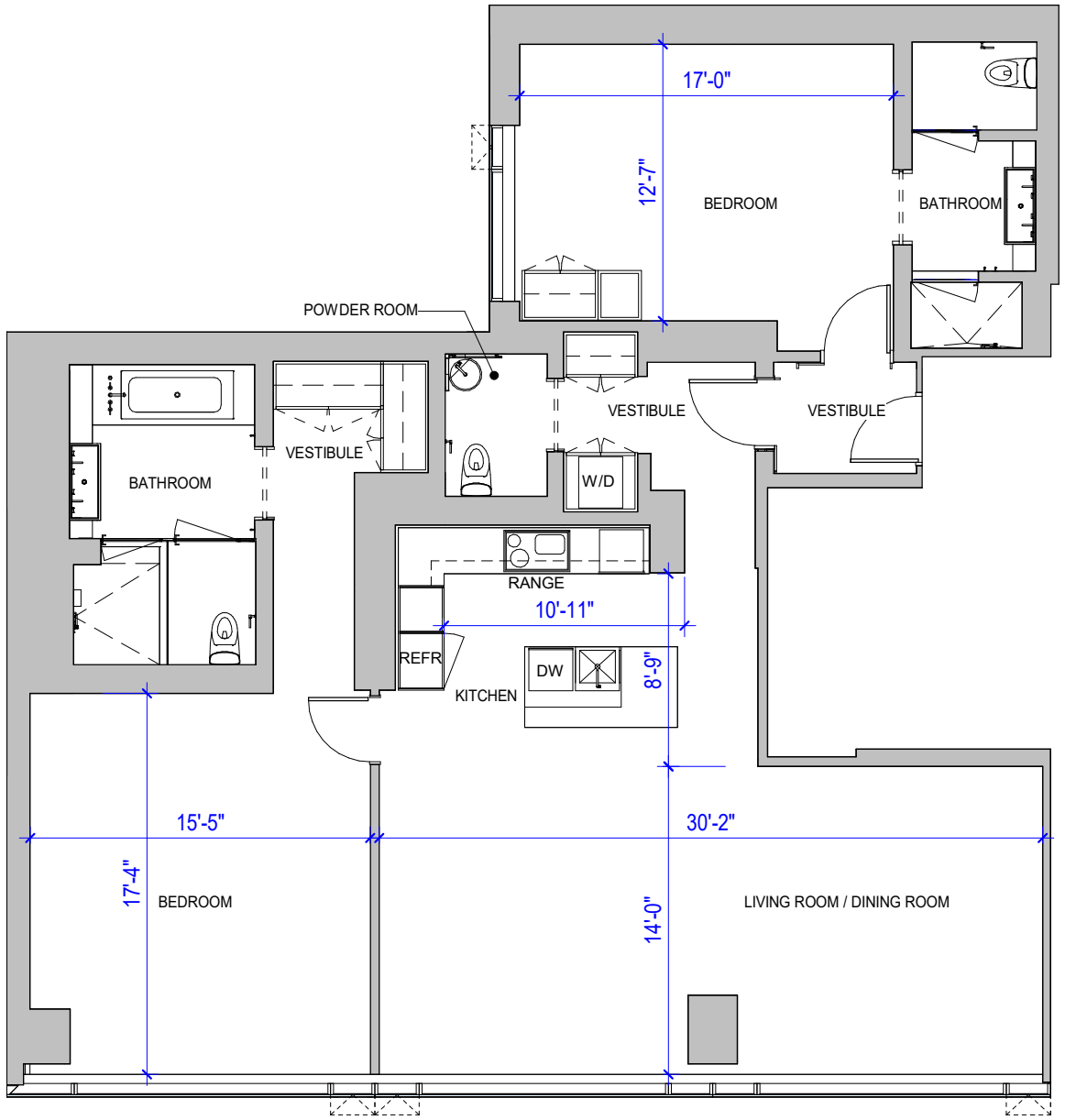
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

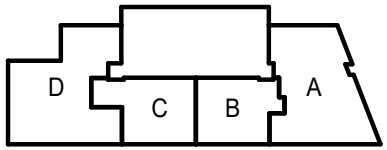
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DRAWING TITLE
FLOORS PH 38 - PH 41 - TYP.
CONDO UNIT C



2 BEDROOMS
2.5 BATHROOMS
AREA: 1848 SF

DW = DISHWASHER
REFR = REFRIGERATOR



0' 4' 8' 16'

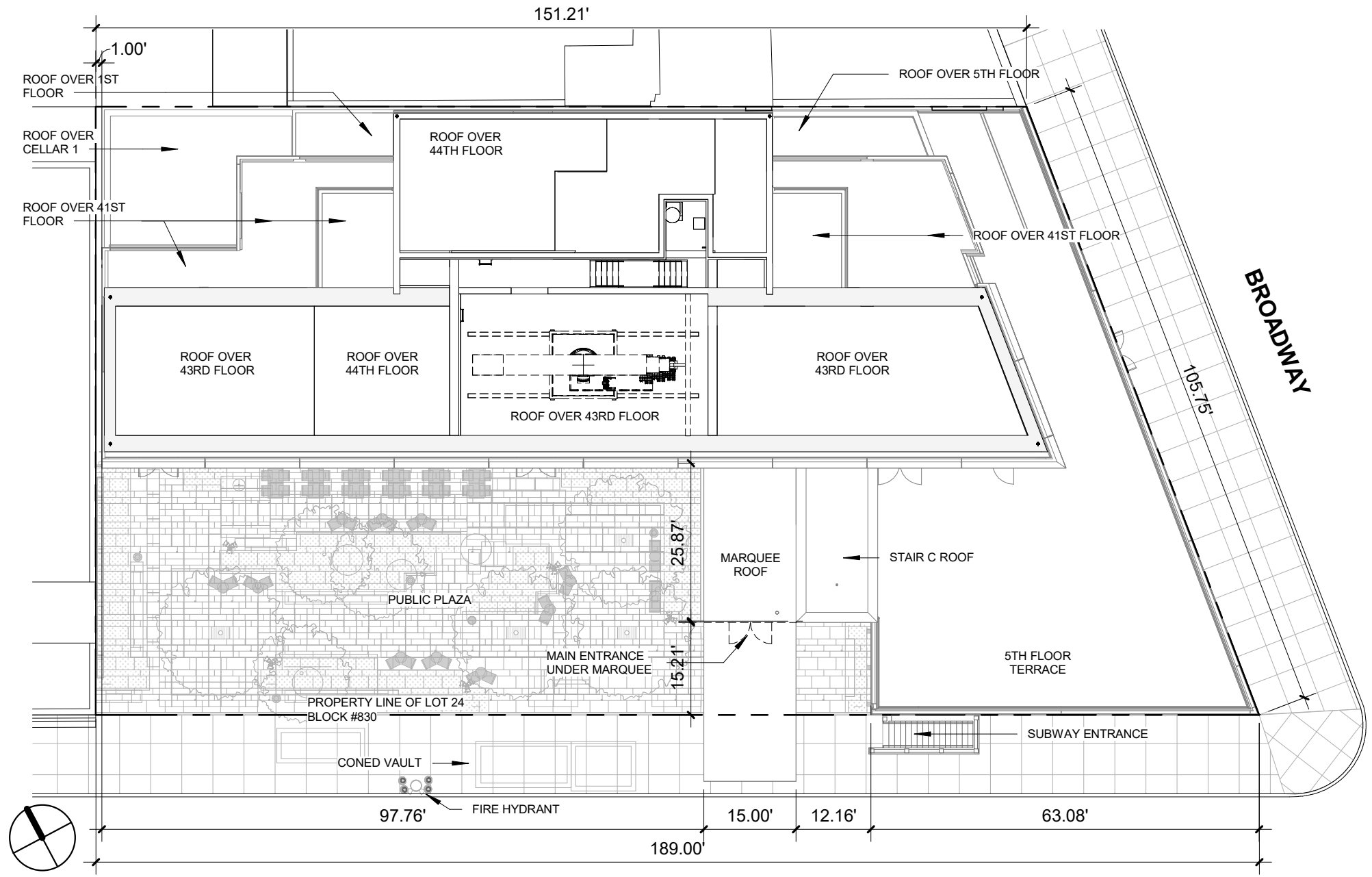
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DRAWING TITLE
FLOORS PH 38 - PH 41 - TYP.
CONDO UNIT D



WEST 28TH STREET

INITIAL ISSUANCE	05/06/2021

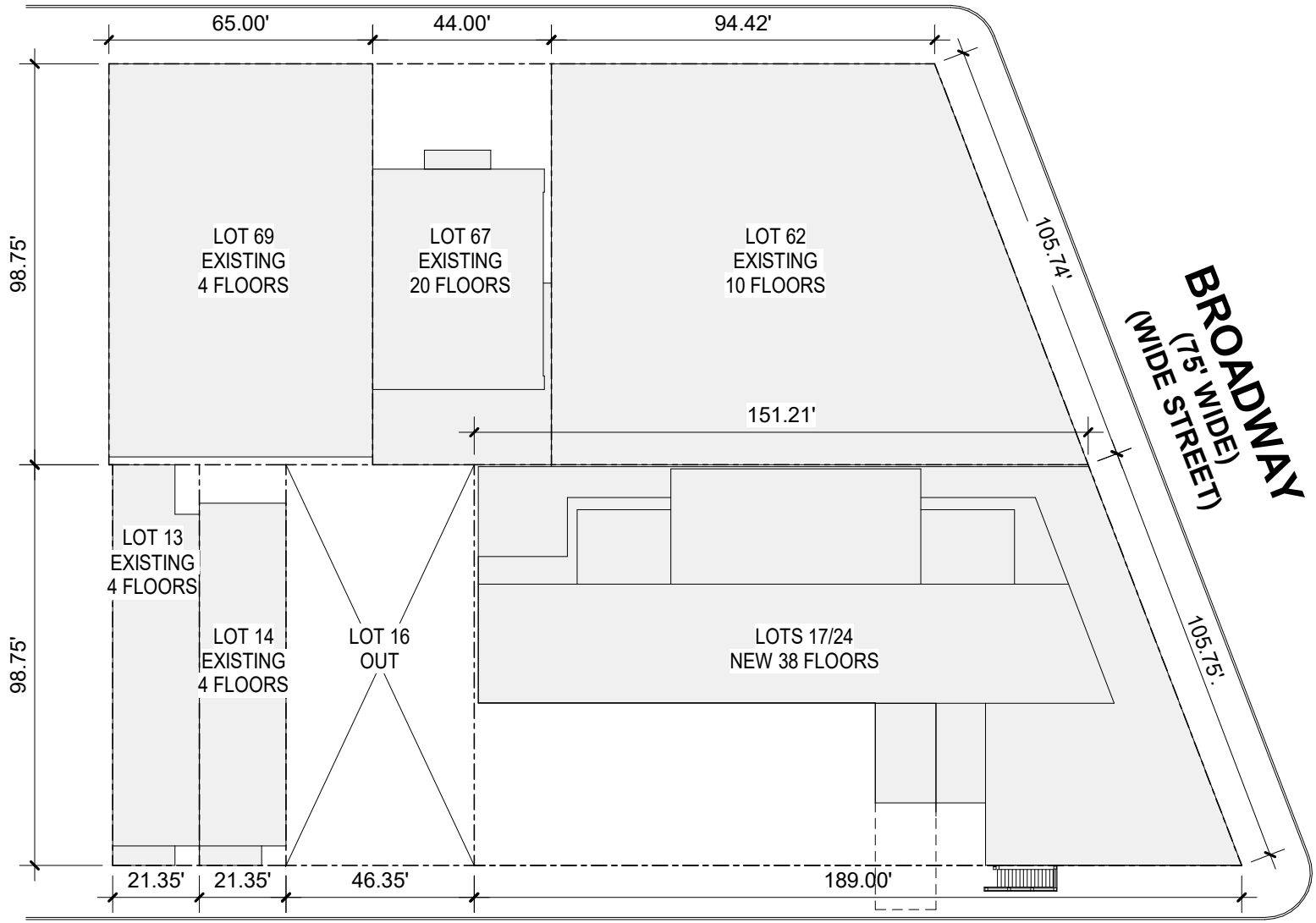
PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

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DRAWING TITLE
SITE PLAN

WEST 29TH STREET (NARROW STREET)



WEST 28TH STREET (60' WIDE NARROW STREET)

0' 30' 60' 120'

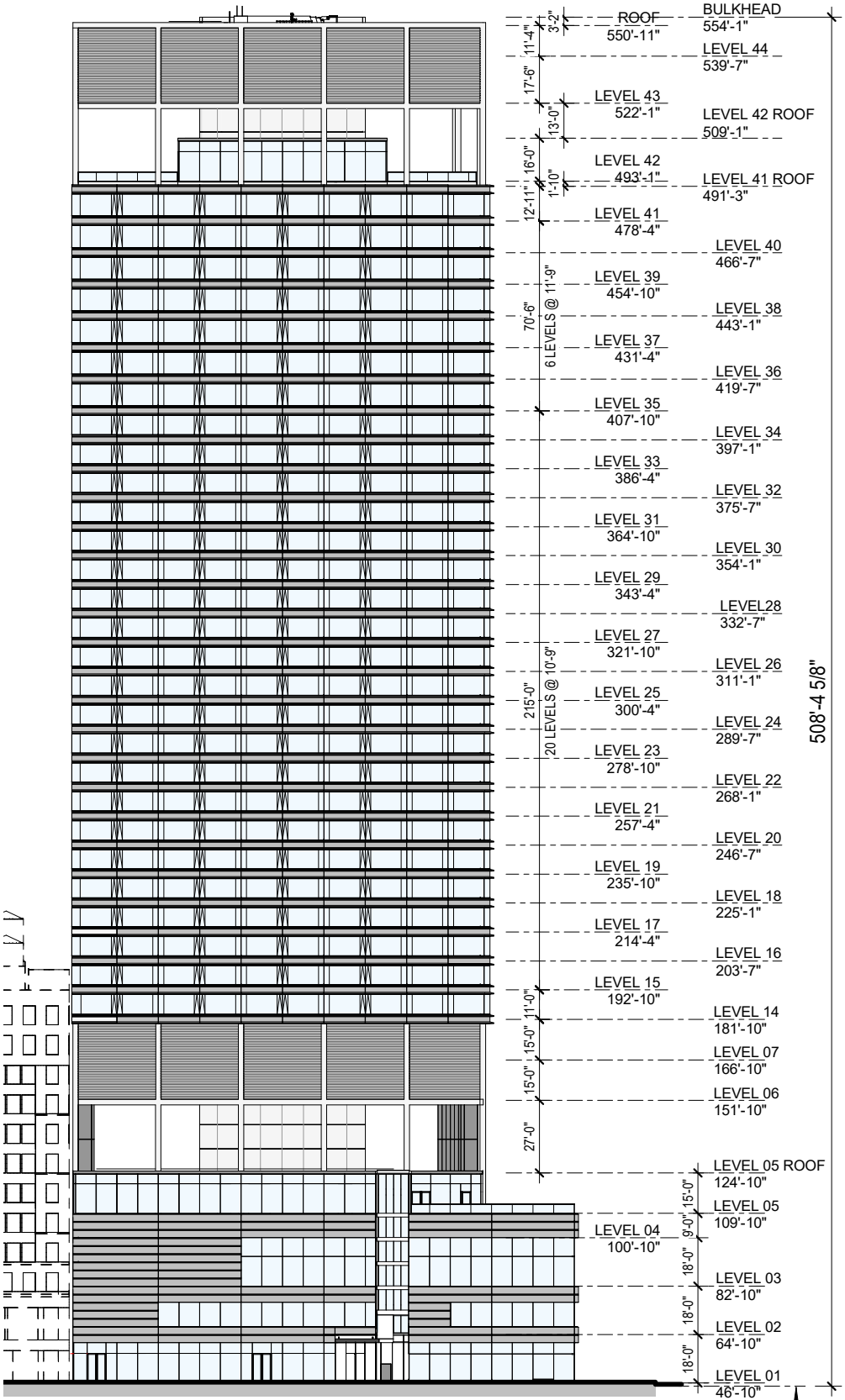
INITIAL ISSUANCE	05/06/2021

PROJECT NAME
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DRAWING TITLE
ZONING PLAN



INITIAL ISSUANCE	05/06/2021

0' 30' 60' 120'

PROJECT NAME

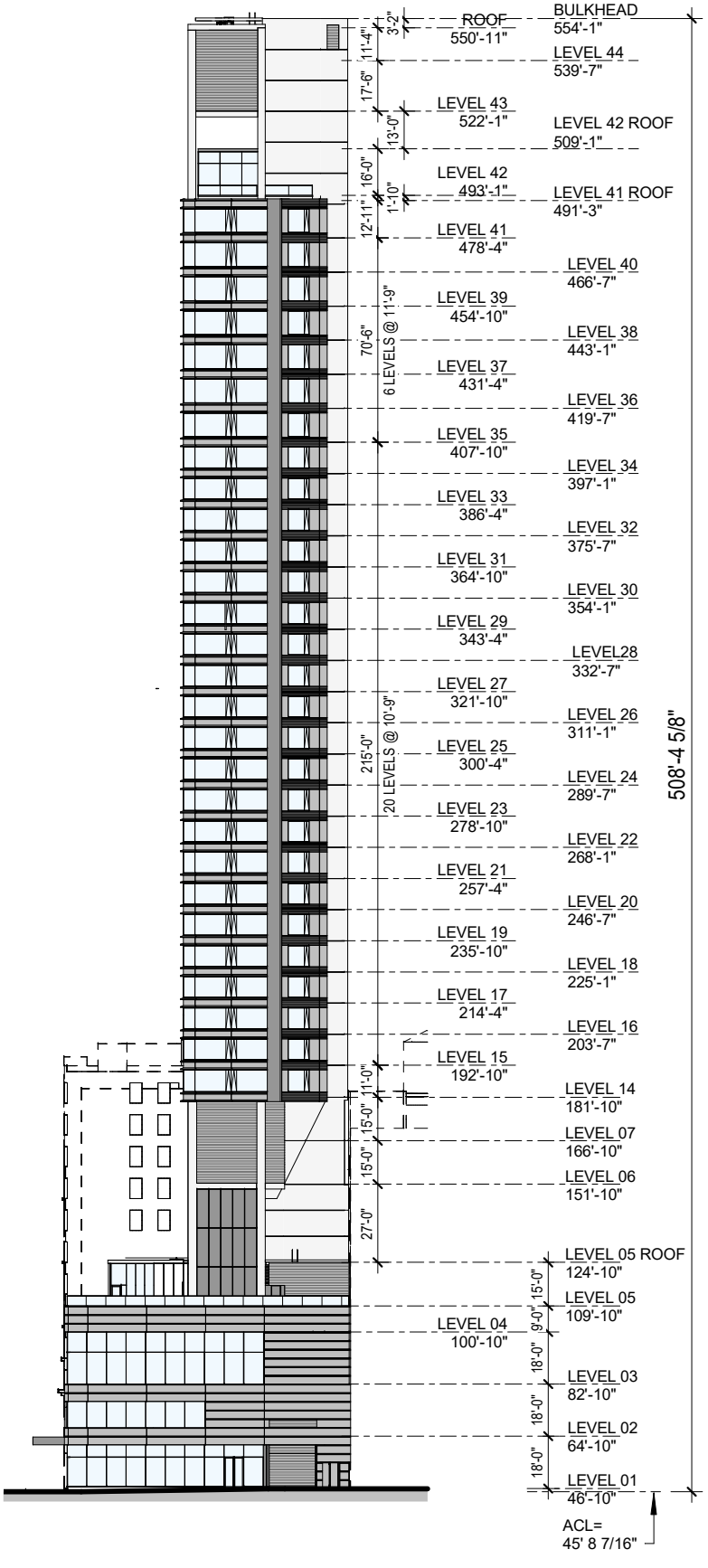
1185 BROADWAY

DRAWING TITLE

SOUTH ELEVATION

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RAFAEL VINOLY ARCHITECTS



INITIAL ISSUANCE	05/06/2021

0' 30' 60' 120'

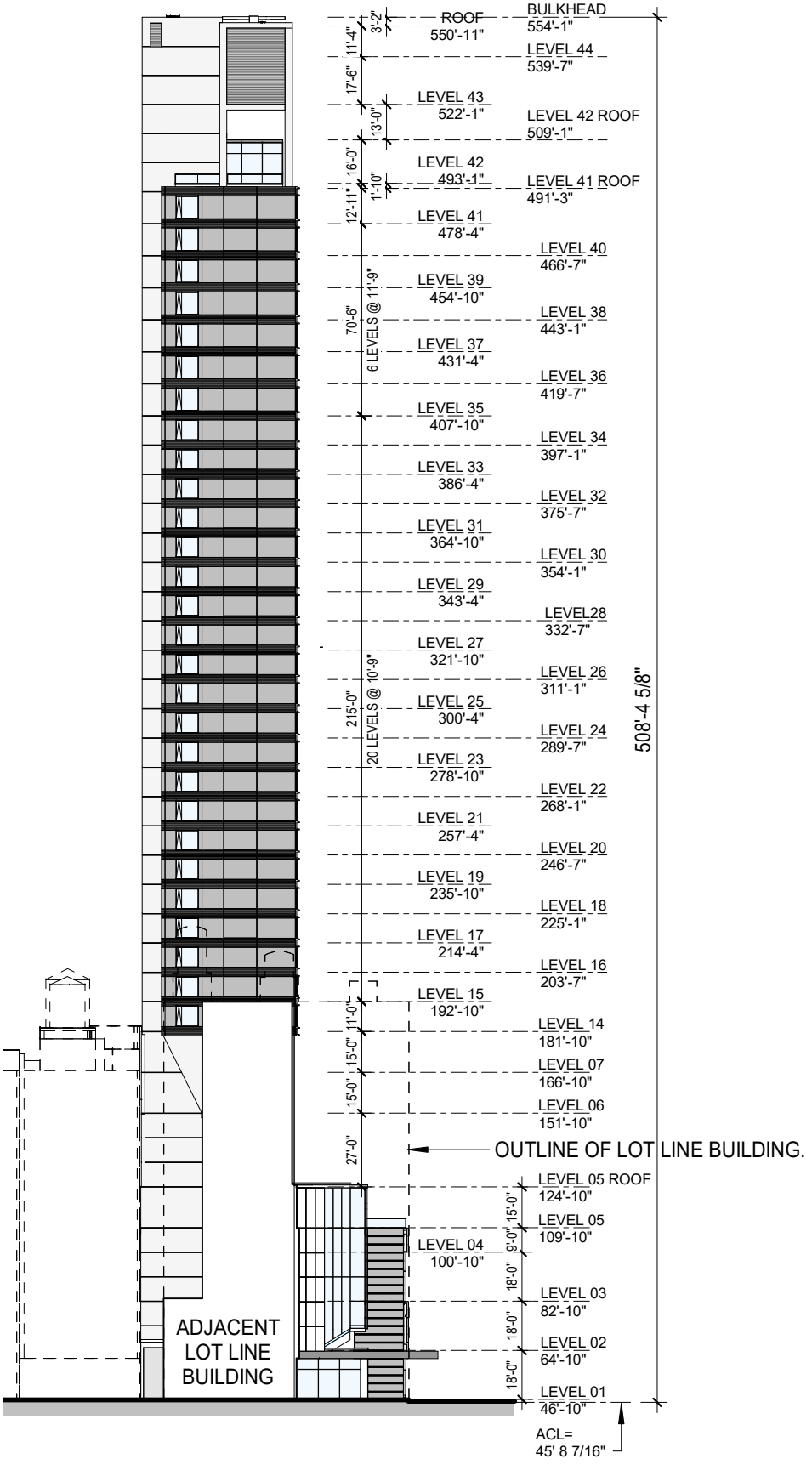
PROJECT NAME

1185 BROADWAY

DRAWING TITLE

EAST ELEVATION

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INITIAL ISSUANCE	05/06/2021

0' 30' 60' 120'

PROJECT NAME

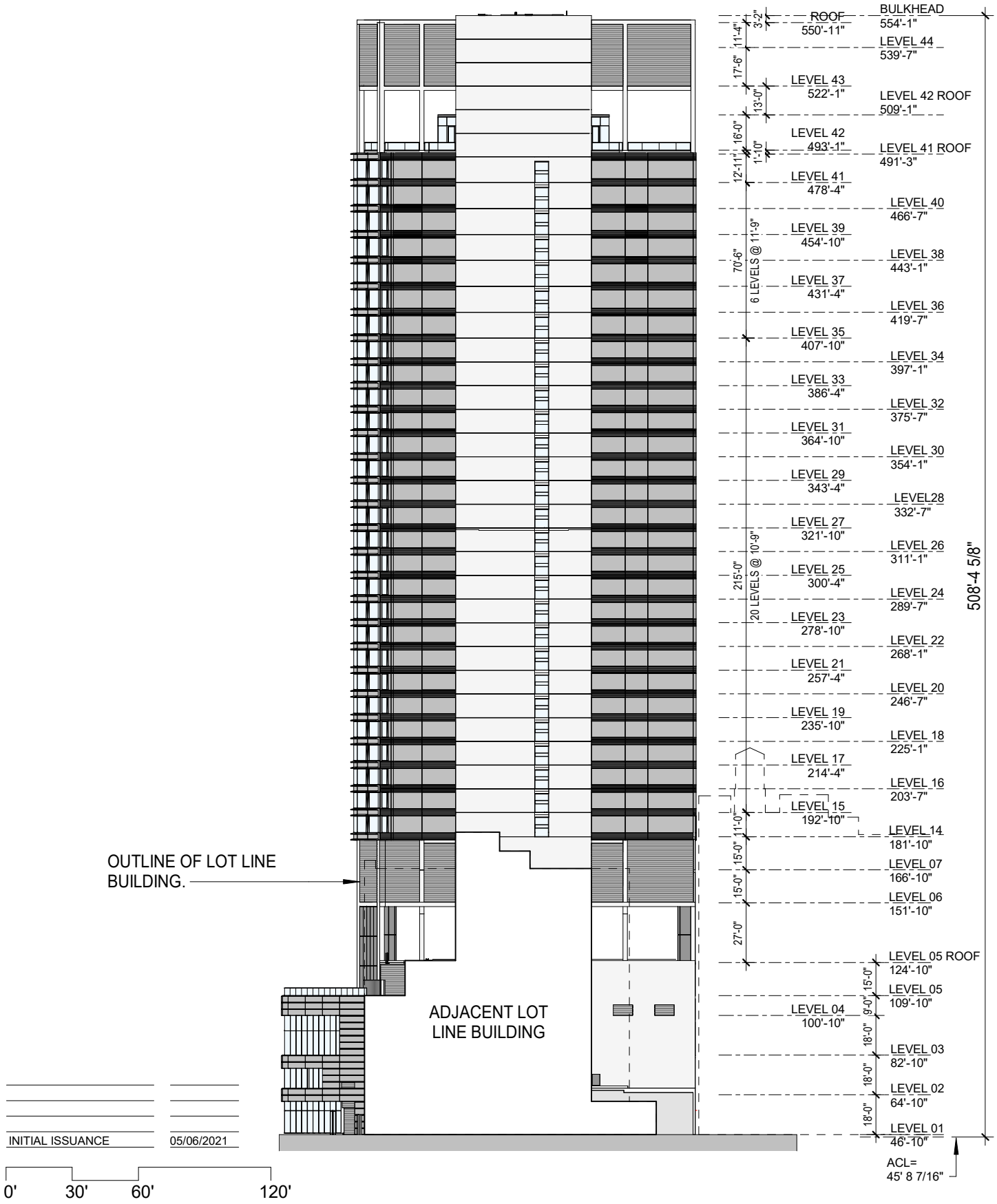
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WEST ELEVATION

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PROJECT NAME

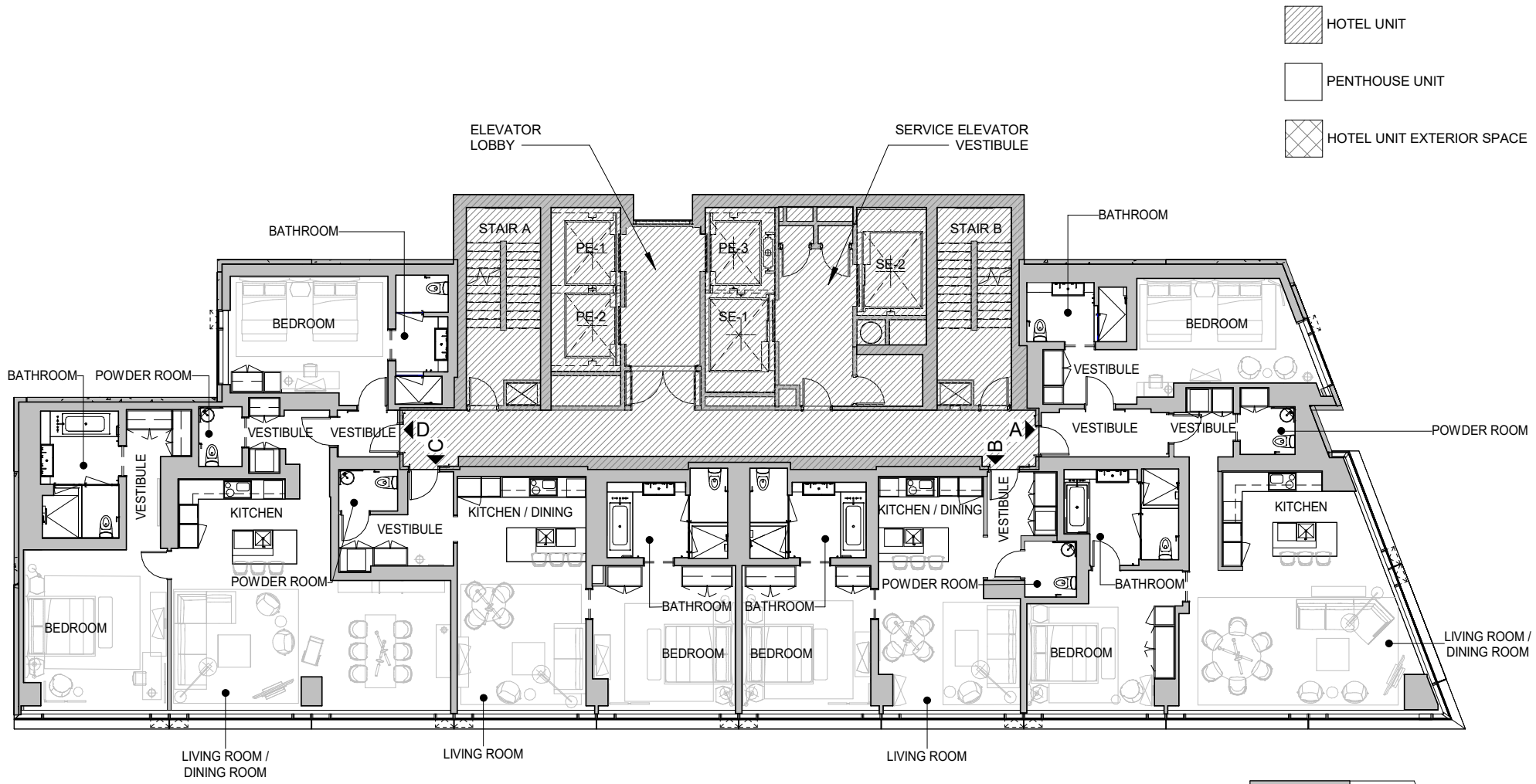
1185 BROADWAY

DRAWING TITLE

NORTH ELEVATION

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RAFAEL VINOLY ARCHITECTS



PROJECT NAME
1185 BROADWAY

RAFAEL VIÑOLY ARCHITECTS

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DRAWING TITLE
TYP. CONDO UNITS
CONFIGURATION PLAN
FLOORS PH 38 - PH 41

Condo Units PH38A, PH39A, PH40A, PH41A	Condo Units PH38B, PH39B, PH40B, PH41B	Condo Units PH38C, PH39C, PH40C, PH41C	Condo Units PH38D, PH39D, PH40D, PH41D
Powder Room	**Powder Room**	**Powder Room**	**Powder Room**
Powder Room Sconce	Powder Room Sconce	Powder Room Sconce	Powder Room Sconce
Vestibule	**Vestibule**	**Vestibule**	**Vestibule**
Entry Sconce	Entry Sconce	Entry Sconce	Entry Sconce
		Entry Console	
		Entry Console Lamp	
Kitchen / Dining	**Kitchen / Dining**	**Kitchen / Dining**	**Kitchen / Dining**
Dining Table	Dining Table	Dining Table	Dining Table
Pendant	Pendant	Pendant	Pendant
Dining Chair (6)	Dining Chair (4)	Dining Chair (4)	Dining Chair (6)
Kitchen Stool (3)	Kitchen Stool (3)	Kitchen Stool (3)	Kitchen Stool (3)
Shelf			Shelf
			Dining Room Lamp at Console
			Dining Room Console/Sideboard
Living Room	**Living Room**	**Living Room**	**Living Room**
Living Room Rug	Living Room Rug	Living Room Rug	Living Room Rug
Side Table	Side Table	Side Table	Side Table
Coffee Table	Coffee Table	Coffee Table	Coffee Table
Lounge Chair (2)	Lounge Chair	Lounge Chair	Lounge Chair (2)
Sofa	Sofa	Sofa	Sofa
Floor Lamp	Floor Lamp	Floor Lamp	Floor Lamp
Drapery	Drapery	Drapery	Drapery
TV Stand		Media Unit	TV Stand
Console			Bar Cart
Master Bedroom	**Master Bedroom**	**Master Bedroom**	**Master Bedroom**
Bedroom Rug	Bedroom Rug	Bedroom Rug	Bedroom Rug
King Bed	King Bed	King Bed	King Bed
King Mattress	King Mattress	King Mattress	King Mattress
Nightstands	Nightstands	Nighstands	Nightstands
Bedside Pendant	Bedside Pendant	Bedside Pendant	Bedside Pendant
Bed End Bench	Bed End Bench	Bed End Bench	Bed End Bench
Drapery	Drapery	Drapery	Drapery
Floor Lamp	Floor Lamp	Floor Lamp	Floor Lamp
	Dresser	Dresser	Dresser
Lounge Chair			Lounge Chair
Sidetable			Sidetable
			Desk
			Chair
			Desk Table Lamp
Master Bathroom	**Master Bathroom**	**Master Bathroom**	**Master Bathroom**
Bathroom Sconce	Bathroom Sconce	Bathroom Sconce	Bathroom Sconce
2nd Bedroom			**2nd Bedroom**
Bedroom Rug			Bedroom Rug
Double Bed			Double Bed
Double Mattress			Double Mattress
Nighstand			Nightstand
Bedside Lamp			Bedside Lamp
Drapery			Drapery
Minibar			Desk
Bedroom Lounge Chairs			Desk Table Lamp
Side Table			Bedroom Desk Chair
Floor Lamp			
2nd Bathroom			**2nd Bathroom**
Bathroom Sconce			Bathroom Sconce

EXHIBIT 6

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as 1185 Broadway
New York, New York
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name

1185 BROADWAY CONDOMINIUM
1185 Broadway
New York, New York 10001

Sponsor

RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

Date of Declaration

_____ __, 20__

Block 830
Lots _____ - _____
(f/k/a Lot 24)
Borough of Manhattan

When Recorded, Return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Sponsor
1177 Avenue of the Americas
New York, New York 10036
212-715-9100
Attention: Jay A. Neveloff, Esq.

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DECLARATION

OF

1185 BROADWAY CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

RP 1185 LLC, a Delaware limited liability company having an office at c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022 ("Sponsor" or "Declarant"), does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; BY-LAWS

1.1 Submission of Property. Sponsor hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (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 "1185 Broadway Condominium" (the "Condominium").

1.2 Development Rights. Any portion of the unused air rights and floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") are allocated to and shall be for the sole benefit of the Hotel Unit (as hereinafter defined), which Development Rights may be exclusively utilized by such Owner or any party acquiring the same from such Owner (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA").

1.3 By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of 1185 Broadway 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"). 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

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the County of New York, City and State of New York. The Land is owned by Sponsor in fee simple absolute and has an area of approximately 16,798 square feet.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 is a building* (the "Building") containing, (i) one (1) Hotel Unit (the "Hotel Unit"), located within the Building, on portions of floors Cellar 3, Cellar 2, Cellar 1, Floor 1, Floors 2 through 5, Floor 5 Roof, Floors 6 through 7, Floors 14 through 41, Floor 41 Roof, Floor 42, Floor 42 Roof, Floors 43 through 44 and Roof, which Hotel Unit includes certain exterior areas of the Building marked on the Floor Plans as "Hotel Unit Exterior"; and (ii) sixteen (16) individual for-sale condominium units (collectively, the "Penthouse Units" and individually a "Penthouse Unit") located on portions of Floors 38-41 of the Building. The Building also includes a limited number of Common Elements (as hereinafter defined) as more particularly described herein.

3.1.1 The owner of the Hotel Unit is herein called the "Hotel Unit Owner".

3.1.2 The owners of the Penthouse Units are herein collectively called the "Penthouse Unit Owners" and, individually, a "Penthouse Unit Owner".

3.1.3 The owners of the Hotel Unit and the Penthouse Units are collectively referred to herein as the "Unit Owners" and, individually, as a "Unit Owner".

3.2 The street address of the Property is 1185 Broadway, New York, New York 10001.

ARTICLE 4

THE BUILDING

* The floors of the Building are designated as Cellar 3, Cellar 2 and Cellar 1 (each below grade), Floor 1 (at grade), Floors 2 through 5, Floor 5 Roof, Floors 6 through 7, Floors 14 through 41, Floor 41 Roof, Floor 42, Floors 43 through 44 and Roof (above grade). For the purposes of marketing, no floors have been designated 8, 9, 10, 11, 12 and 13. All "floor" references herein are in accordance with such floor designations. Floor numbering in the plans for the Building filed with the New York City Department of Buildings includes references to construction levels which may differ from the floor designations of the Building as set forth above.

The Building is classified as Class 1A-Fireproof. The Building structure will consist of reinforced concrete shallow foundations bearing on class 1a, 1b, and 1c rock or better and a cast-in-place reinforced concrete superstructure with post-tensioned slabs and reinforced concrete columns and shear walls. The Building's façade will be comprised of cast in place concrete, precast concrete panels, window wall insulated glazing, aluminum composite panels, and painted aluminum louvers.

ARTICLE 5

THE UNITS

5.1 The location of each Unit is shown on and is governed by the floor plans of the Building certified by Rafael Vinoly Architects PC, intended to be filed in the New York County office of the Register of the City of New York (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"). Schedule 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; number of rooms in the Penthouse Units; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access; and the proportionate undivided interest in the fee simple absolute (expressed as a percentage) and in the Common Elements appurtenant to such Unit.

5.2 Each Unit includes, and each Unit Owner shall be responsible for (maintaining, insuring, repairing, replacing, etc.), any personal property, furniture, furnishings in the Unit and the following items in, on or affixed to the Unit (which shall not be insured by the Board), whether existing in the Unit as of the date of the Unit Owner's acquisition of the Unit or thereafter, which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, wallcoverings, the non-load bearing interior walls and partitions and sheet rock and plaster wall coverings, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units ("HVAC") (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities[2] as may be affixed, attached or appurtenant to the Unit or

[2] As used herein, the words "facility" and "facilities" include, but are not limited to, the following fixtures, apparatus, equipment, personalty, appurtenances, installations, systems and other items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of those terms: convector, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm,

to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchens and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings, lighting and electrical fixtures, appliances and all other facilities 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 this paragraph 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, equipment, fixtures or facilities to the extent located within a Unit and serving or benefiting only that Unit. The Hotel Unit also includes the Development Rights.

5.3 The Hotel Unit includes, in addition to the components set forth in Section 5.2 above, all other portions of the Building and the Land not described in Section 5.2 above other than those areas constituting the Penthouse Units, as more particularly described herein and on the Floor Plans, including but not limited to: (a) the Land, together with all easements, rights and privileges appurtenant thereto; (b) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material serving only one Unit which flooring material is a part of such Unit in accordance with Section 5.2 above) and ceilings (when they contain mechanical systems which serve both the Hotel Unit and the Penthouse Units and are made of two hour fire rated construction) of the Building; (c) the cooling plant (including, without limitation, the cooling tower, pumps, condenser water pumps and heat exchanger) and the heating plant (including, without limitation, the boilers, hot water pumps, heated water pumps and hot water loop) and domestic water system, serving or benefiting the Hotel Unit and the Penthouse Units; (d) all halls, passages and corridors, all fire staircases, landings, lobbies and stairs, areas and spaces located in the Building which serve both the Hotel Unit and the Penthouse Units as more particularly described herein or on the Floor Plans; (e) the Building's main entrance and lobby, elevators and stairs, the hallways on the floors containing Penthouse Units, the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room; (f) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting both the Hotel Unit and the Penthouse Units; (g) All enclosing walls and doors and all mechanical equipment and associated piping and controls and all utilities and mechanical and electrical transfers and equipment serving or benefiting the Hotel Unit and the Penthouse Units; (h) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and

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sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

panelboards serving or benefiting the Hotel Unit and the Penthouse Units; (i) all plumbing fixtures, equipment for producing and distributing hot and chilled water, including pumps, valves, pressure reducers, meters and water heaters and chillers to the extent the same serve and benefit the Hotel Unit and the Penthouse Units; (j) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) serving or benefiting the Hotel Unit and the Penthouse Units; (k) to the extent the same exist, the emergency generator room(s), water meter/fire pump room, electrical room, and other service, mechanical and utility rooms, and all mechanical equipment serving same, serving or benefiting the Hotel Unit and the Penthouse Units; (l) all other parts, systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Hotel Unit and the Penthouse Units; (m) smoke detection, alarm system, and sprinkler system; telephone system and cable television system serving the Hotel Unit and the Penthouse Units; (n) all security monitors and equipment and other security facilities serving or benefiting the Hotel Unit and the Penthouse Units; and (o) the windows and storefronts of the Building (subject to the provisions of the By-Laws with respect to the cost to maintain the retail storefronts); and (p) any areas marked "Hotel Unit Exterior" on the Floor Plans, including, but not limited to the public plaza (the "Plaza") located at the Ground Floor of the Building as shown on the Floor Plans; the hotel terraces located at floors 5 and 42 of the Building (the "Hotel Terraces") (subject to the provisions of the By-Laws with respect to the cost to maintain the Hotel Terraces), the roofs of the Building and the sidewalks surrounding the Property to the extent within the property line. Although the foregoing list of items in this Section 5.3 are part of the Hotel Unit, the same are referred to herein and in the By-Laws as "Hotel Shared Components".

ARTICLE 6

DIMENSIONS OF UNITS; FLOOR AREA

The approximate (i.e., within reasonable tolerances) square foot area of each Unit is measured horizontally on each floor from the exterior side of the exterior wall (columns, mechanical pipes, shafts, shaftways, chases, flues, chimneys, chaseways and conduits are not deducted from the measurement of each Penthouse Unit) to the centerline of the partitions or concrete walls separating one Unit from another Unit or separating one Unit from the corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit or to the exterior side of the opposite exterior walls. Each Penthouse Unit has been measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling above. Any Common Elements located within or appurtenant to any Unit will not be considered as part of that Unit. The square foot areas determined using the methodology set forth above, as shown in Schedule A in Part I of the Plan, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable area for each Penthouse Unit). The stated method of measurement used is applicable to all Units. The room count for each Penthouse Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. All Hotel Unit Exterior spaces including any terrace appurtenant to the Hotel Unit (a "Hotel Terrace") have

been measured from the face of the Building to the exterior face of the railing. The Board, the Hotel Unit Owner, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same.

ARTICLE 7

COMMON ELEMENTS

The Common Elements of the Condominium (the "Common Elements") consist of the entire Property, together with all easements, rights and privileges appurtenant thereto, and all parts of the Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements all of which are described in this Declaration 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 herein).

ARTICLE 8

USE OF UNITS AND COMMON AREA

8.1 Use of Penthouse Units.

8.1.1 General. Except as otherwise herein and in the By-Laws expressly provided, the Penthouse Units may only be used for transient occupancy and for no other purpose and, in all events, subject to all applicable Legal Requirements and the terms of the Condominium Documents. In furtherance of the foregoing use restriction, no Penthouse Unit may be occupied by the Penthouse Unit Owner thereof or any other individuals in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit must be made available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis. Where a Penthouse Unit is owned by an entity (i.e., rather than by one or more natural person(s), such entity shall designate in writing to the Board and the Condominium's managing agent (the "Condominium Managing Agent") one individual as the primary occupant of such Unit, and the term "Penthouse Unit Owner" as used in the preceding sentence and in connection with the conditions relating to the permitted use of such Unit as reflected therein shall mean such designated individual. In no event shall any Penthouse Unit be used as part of or in furtherance of any Occupancy Plan (as hereinafter defined) or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, swap or exchange company, or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Hotel Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole

discretion. As used herein, Occupancy Plan means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership club, private residence club and points club products, programs and services (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other points accrual systems) or other membership plans or arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquire a direct or indirect ownership interest, use or other right 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 Penthouse Units. Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, subject to compliance with all Legal Requirements, Sponsor (and its designee) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Penthouse Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of the Penthouse Units. Additionally, notwithstanding anything contained herein to the contrary, Sponsor or its designee shall have the right, from time to time, to submit any Unsold Penthouse Unit (or any Units created from the subdivision of any other Unit) to an Occupancy Plan program, and among other things, to designate such units as a new class of Unit (e.g., fractional/timeshare ownership) and to amend the Condominium Documents and/or to create and record a fractional/timeshare ownership declaration with respect to such new classification of Units (including, among other things, by-laws and other related documents to address issues affecting only the administration and management of such Units and a plan of fraction/timeshare ownership with respect thereto); provided that, if the Unsold Penthouse Units are managed by a branded management company or otherwise subject to a Branded Name pursuant to Article 27 hereof, no Unsold Penthouse Unit will be submitted to an Occupancy Plan without the prior written consent of such management company, which consent may be given or withheld in the management company's sole discretion. As used in the Condominium Documents, "Unsold Penthouse Unit" refers to any Penthouse Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designees as the holder of one or more Unsold Penthouse Unit(s); any Penthouse 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 Penthouse 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. "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 its designees 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 Use of the Hotel Unit. Subject to compliance with Legal Requirements, the Hotel Unit may be used and/or operated for any legally permitted purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). The Hotel Unit, or any portion of it, may not be used as a pornography store, massage parlor, drug treatment facility (provided that medical offices shall not be deemed to be prohibited) or homeless shelter. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. For avoidance of doubt, the provisions of this Section 8.2 shall apply to those spaces shown on the Floor Plans as "Hotel Unit Exterior" subject to Section 8.4 below.

8.3 Use of Common Elements. Except as otherwise provided in the By-Laws, 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; 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.

8.4 Use of Plaza. The Plaza which is depicted on the Floor Plans as part of the "Hotel Unit Exterior" shall, to the extent required by applicable Legal Requirements, remain open to the general public 24 hours a day, 7 days a week and shall, include any and all features required by applicable Legal Requirements. Notwithstanding the foregoing, the Hotel Unit Owner shall have the right to file an application with the City Planning Commission for a certification designating a portion of the Plaza for use as an "open air café" as such term is defined in the Zoning Resolution, to be operated and/or leased by the Hotel Unit Owner or its designee.

8.5 Nuisance. 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. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. 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 IN PENTHOUSE UNITS

9.1 Unsold Penthouse Units. Notwithstanding anything to the contrary in 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 Penthouse 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, additions, improvements, replacements and/or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Penthouse Unit(s); (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 Penthouse Unit(s) from time to time; (c) change the size and/or number of Unsold Penthouse Unit(s) by subdividing one or more Unsold Penthouse Units into two or more separate Units, combining separate Unsold Penthouse Units (including those resulting from such subdivision or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use converting an Unsold Penthouse Unit or any portion thereof to a Common Element, altering the boundary walls between any Unsold Penthouse Units, and/or incorporating with the Unsold Unit the use of any portion of the Common Elements adjacent or appurtenant thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (d) whether in respect of subdivisions or combinations of the Unsold Penthouse Units or otherwise, designate all or any part of an Unsold Penthouse Unit or a Common Element as part of a newly created or expanded Unsold Penthouse Unit or Common Element; (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 percentage interests in the Common Elements; 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 Penthouse 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 Penthouse Unit, as the case may be, shall comply with all Legal Requirements of all governmental authorities having jurisdiction 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 Penthouse Unit, as the case may be, shall have the right, without the consent of the Board, any Unit Owner or other Person to amend (and/or cause the Board to amend) this Declaration, the By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.2 Penthouse Units Generally. Subject to this Declaration (including, without limitation, Section 9.3 below) and the By-Laws, the Unit Owner(s) of one or more Penthouse Units (other than Unsold Penthouse Units), with the consent of the Board, shall have such rights with respect to changing, combining and/or subdividing such Penthouse Unit(s) as are provided in the By-Laws.

9.3 Consents. Subject to the immediately succeeding sentence, the provisions of Sections 9.1, 9.2, 9.3 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 Penthouse Unit or any designee of any of the foregoing. 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 this Declaration or the By-Laws, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Units.

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 Penthouse 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 of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Penthouse Unit(s), at the election of Sponsor, by Sponsor, the Condominium Managing Agent or any other Person reasonably acceptable to the Board; and (b) in the case of any other Penthouse Unit(s) by the Condominium Managing Agent or any other person reasonably acceptable to the Board.

ARTICLE 10

CHANGES BY HOTEL UNIT OWNER

10.1 Except to the extent prohibited by law or as otherwise provided herein or in the By-Laws, the Hotel Unit Owner shall have the right, without the vote or consent of the Board, the Condominium Managing Agent or any other Unit Owner to: (a) mortgage or otherwise hypothecate its Unit; (b) decorate or make alterations, additions or improvements, in, to and upon its Unit; (c) change the layout of, or number of rooms in, its Hotel Unit from time to time; (d) change the size of its Hotel Unit by subdividing the same into any desired number of condominium units (or by combining any units resulting from each such subdivision); (e) designate a portion of the Hotel Unit as part of a newly created or expanded Penthouse Unit or other type of Unit or as an existing or new category of Common Elements; and (f) reapportion among the newly created condominium units resulting from any subdivisions (or combination) their percentage interests in the Common Elements, provided such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act; provided, however, that (1) the percentage interest in the Common Elements of any Unit owned by any other Unit Owner shall not be changed by reason thereof, unless the owner of such Units shall consent thereto, and (2) such Hotel Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board and all other Unit Owners harmless from any liability arising from any such decoration, alteration, addition, improvement, change, designation or reapportionment.

10.2 The Hotel Unit Owner shall have the right with regard to its Unit to amend this Declaration in order to reflect changes as set forth above in paragraph 10.1, or to cause the Board to do so. If the Hotel Unit is subdivided (or if any units resulting from such subdivision are thereafter combined), the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Board or other Unit Owners) set forth above in paragraph 10.1, described as pertaining to the Unit Owner of the original Hotel Unit in question.

10.3 Without limiting the foregoing, the Hotel Unit Owner shall have the right (subject to the consent of its Registered Mortgagee, if otherwise required) to subdivide such Unit and, in the amendment to this Declaration effecting the same, designate any such newly created Unit as a Penthouse Unit or as a new class of Unit (e.g., fractional ownership) and to amend this Declaration and the By-Laws, and/or to create and record a fractional ownership declaration with respect to such new classification of Units (including, among other things, by-laws and other related documents to address issues affecting only the administration and management of such Units and a plan of fractional ownership with respect thereto).

10.4 Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to the Hotel 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 of the Condominium Act. The certification referred to herein shall be delivered: (a) if Sponsor owns the Hotel Unit, at the election of Sponsor, by Sponsor, the Condominium Managing Agent or any other Person reasonably acceptable to the Board; and (b) in the case of any other Hotel Unit Owner, by the Condominium Managing Agent or any other person reasonably acceptable to the Board.

ARTICLE 11

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. As of the date of this Declaration, any process received by the Secretary of State on behalf of the Condominium or the Board should be mailed to: c/o Flag Luxury Group, LLC, 70 East 55th Street, 23rd Floor, New York, New York 10022.

ARTICLE 12

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 areas 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 13

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, repair or restoration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent (when required by the By-Laws), of the Board, or made by Sponsor or its designee, as the case may be, or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all 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.

ARTICLE 14

FACILITIES AND ALL OTHER COMMON ELEMENTS

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. 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, rebuild, restore and replace all Common Elements located in such Unit or elsewhere on the Property. In addition, Sponsor (or its designee), the Hotel Unit Owner and the Board shall have the right to erect scaffolding around the Building for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements. The Board, the Hotel Unit Owner and the Condominium Managing Agent, manager and other persons authorized by the Board or the Hotel Unit Owner shall have a right of access to each Unit and any Common Element appurtenant to such Unit, whether exclusive or not, (and such is hereby granted) to inspect the same or remove violations of governmental laws or regulations against any part of the Property; to cure defaults by the owner of such Unit under the By-Laws, this Declaration or the Rules of Regulations; to perform maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems or other portions of the Common Elements contained therein or elsewhere in the Property; or correcting any conditions originating in any Unit and threatening another Unit or any Common Element; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "emergency" (i.e., a condition requiring repairs, replacements or installations immediately necessary for the preservation or safety of all or a 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).

ARTICLE 15

EASEMENTS

15.1 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, rebuild, restore and replace 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 repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements; provided that

access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Hotel Unit or with the use of the Penthouse Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.2 Each Penthouse Unit Owner shall have a perpetual easement to utilize certain portions of the Hotel Unit for ingress and egress to their Units and to utilize certain amenities within the Hotel Unit which are intended to benefit or serve the Penthouse Unit Owners (the "Hotel Shared Easement Areas"). The Hotel Shared Easement Areas include: (a) the Building's main entrance and lobby at Floor 1 and accessed from West 28th Street and the fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle storage room at the Cellar 2 level of the Building; (b) those spaces leading from the Building's main entrance and lobby to each Penthouse Unit and from each Penthouse Unit to the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths; and (c) those spaces leading from each Penthouse Unit or the Building's main entrance and lobby to the fitness center, changing/locker rooms, sauna/steam rooms and bicycle room and from such fitness center, tenant changing/locker rooms, sauna/steam rooms and bicycle room to each Penthouse Unit or the Building's main entrance and lobby, which spaces shall include, the elevators, stairs and corridors along such paths. Additionally, subject to any rules adopted by the Hotel Unit Owner with respect thereto from time to time, in the Hotel Unit Owner's sole discretion, each Penthouse Unit Owner shall have a perpetual easement across the Hotel Unit for purposes of utilizing the Hotel's service entrances and elevators in order to accommodate deliveries for the Penthouse Unit Owners or to provide access to a Penthouse Unit by an outside vendor to the extent such party is required by the Hotel Manager to utilize such areas in order to gain access to a Penthouse Units. Additionally, the Penthouse Unit Owners shall be granted the same access to public portions of the Hotel Unit which are granted to hotel guests of the Hotel.

15.3 Each Unit Owner 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 (including across any shared common corridors in the event of an emergency), and, to the extent reasonably necessary, for the use of any Common Element. The Units shall each be subject to such easement.

15.4 Sponsor, the Board and 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, rebuild, restore and replace 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 any Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Hotel Unit or with the use of the Penthouse Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.5 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.

15.6 Sponsor (or its designee) and the Board with respect to the Property and the Hotel Unit Owner with respect to its Hotel Unit, shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property or its Hotel Unit, as the case may be, as Sponsor (or its designee) or the Board, or the Hotel Unit Owner, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Hotel Unit or with the use of any of the other Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Hotel Unit or with the use of any of the other Units for their permitted purposes.

15.7 Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Units and exercising its other rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

15.8 Sponsor (or its designee) and the Hotel Unit Owner and each of their successors and assigns, shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs, notices, advertisements, illuminations, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or other protrusions on or from the Property, including without limitation, on the exterior of the walls of the Building, on or at the windows and in interior public spaces of the Building (but in no event within the interior of or on the exterior of the Unit owned by any other party) for the purposes of advertising the sale or lease of any Unsold Unit, the sale or lease of all or any portion of the Hotel Unit(s), and/or the operation of any business of a tenant or occupant of all or any portion of any Hotel Unit or of any Unsold Units, as the case may be. In addition, Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building (other than the Penthouse Units which are not owned by Sponsor, and subject to any rights of the Hotel Unit Owner in the Hotel Unit as set forth in the Condominium Declaration and By-Laws), including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise. Additionally, the Hotel Unit Owner shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs and awnings on the exterior of the Building for any purpose.

15.9 Each easement and other right granted under this Article 15 shall be deemed to permit the Unit Owner's contractors, subcontractors, agents, representatives,

Occupants, employees and other designees (and, in the case of a grant to the Board, the Condominium Managing Agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

15.10 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.

15.11 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, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roof of the Building that is not occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, license, maintain, repair, replace and operate related electronic and other communications equipment and related facilities 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, any Unit Owner or other Person; provided, however, that Sponsor (or its designee) shall give prior notice to the Board and the Hotel Unit Owner of the type and location of any such equipment before installation. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to any roof or the aforesaid mechanical equipment room shall be the obligation solely of Sponsor and not of the Condominium or the Hotel Unit Owner and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and not of the Condominium or the Hotel Unit Owner. In connection with such easements and related rights, Sponsor and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The word "facilities" as used in this paragraph shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits. All normal maintenance and repairs of the roof and/or mechanical rooms of the Building will be made by the Hotel Unit Owner and chargeable to the Unit Owners as a Common Expense in the manner set forth in the By-Laws; except that if the holder of the aforementioned easement utilizes a portion of the mechanical room and/or the roof of the Building pursuant to such easement, then such party/ies will be responsible for the normal maintenance and repair of such area that it utilizes. Capital repairs and replacements to such areas, other than normal maintenance and repairs, will be charged to the Unit Owners as a Common Expense in the manner set forth in the By-Laws except to the extent such costs are attributable to the use of areas utilized pursuant to the above-described easements or are necessitated by the exercise of such easements, in which case the holders of such easement shall be responsible for such costs.

15.12 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 16

POWER OF ATTORNEY TO THE BOARD

16.1 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) to: (i) acquire in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest: (a) in connection with the enforcement of the Board's lien for unpaid Common Charges; (b) whose owner desires to surrender the same to the Board; or (c) 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 said attorneys-in-fact shall deem proper; (ii) acquire or lease in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit, together with its appurtenant Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as shall be approved by such attorneys-in-fact in its reasonable discretion; (iii) after any such acquisition, or leasing, to convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any such Unit so acquired or to sublease any Unit so leased by them, without the necessity of any 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 and to said Unit which the undersigned could do if personally present; and (iv) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (a) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or (b) following due authorization by any affected Unit Owner(s) to the extent required in this Declaration or the By-Laws, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, or any of the Common Elements, in each case that the Board deems necessary or appropriate.

16.2 Each Unit Owner shall grant to Sponsor, even after no Unsold Units remain, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine): (i) to execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, including in order to obtain a permanent certificate of occupancy, or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment: (a) 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 Sponsor in accordance with this Declaration; or (b) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a

mortgage on any Penthouse Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Penthouse Unit; and (ii) to amend this Declaration and to effectuate the rights granted to Sponsor, Declarant and/or the Hotel Unit Owner under this Declaration and the By-Laws and the Offering Plan and to consent on behalf of the undersigned, as a party in interest, to any declaration or other agreement, including without limitation, a zoning lot development agreement, easement agreement or license agreement, effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of transferring to or from the Hotel Unit Owner, or its successors or assigns, all or any portion of the Development Rights.

ARTICLE 17

ACQUISITIONS OF UNITS BY THE BOARD

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 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed hereto and made a part hereof), including, without limitation, the provisions of this Article 18 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 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 this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

18.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the 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 this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

18.3 Subject to the provisions of Section 18.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

18.4 Notwithstanding anything in Section 18.1, however, at the request of the Hotel Unit Owner made from time to time, the Board shall, at the sole cost and expense of the Hotel Unit Owner, execute and deliver a non-disturbance agreement (in such form as may be reasonably proposed by the Hotel Unit Owner and reasonably acceptable to the Board) to any occupant of the Hotel Unit Owner's Unit.

ARTICLE 19

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 20

TERMINATION OF CONDOMINIUM

20.1 The Condominium shall continue and shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Permitted Mortgagees of at least 51% of the affected Units which are encumbered by Permitted Mortgages and the Registered Mortgagee. Sponsor or its designee will not vote its interests appurtenant to any Unsold Penthouse Units for such withdrawal unless at least 80% in number and in aggregate of the Common Interests of all other Penthouse Unit Owners have voted in favor of such withdrawal, at which time Sponsor or its designee may choose to vote its Common Interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

20.2 To the fullest extent permissible under the law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, 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, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Hotel Unit and Penthouse Unit) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Hotel Unit Owner, one of whom shall be selected by the Penthouse Unit Owners, and the third chosen by the other two appraisers selected); 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.

ARTICLE 21

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 22

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 23

CERTAIN REFERENCES

23.1 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.

23.2 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.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3, 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 25

COVENANT OF FURTHER ASSURANCES

25.1 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. Without intending to limit the generality of the foregoing, the Board and each Unit Owner shall be required, upon the request of the Hotel Unit Owner or the

Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions, any ZLDA or the transfer of the Development Rights to the Development Rights Purchaser.

25.2 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 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.

25.3 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.

25.4 Each Unit Owner acknowledges and agrees that the Hotel Unit Owner shall have the exclusive rights to the Development Rights, to expand the zoning lot comprising the Property and/or to acquire or transfer any Development Rights, and all other Unit Owners (and any of their mortgagees) shall have no such right and shall not be deemed to be parties in interest as defined in Section 12-10 of the Zoning Resolution. Each Unit Owner hereby consents to the foregoing, subordinates its interest in its Unit, and waives its respective right to execute any declaration or other agreement, including without limitation, a zoning lot development agreement, easement agreement or license agreement, effecting a merger or subdivision of the zoning lot in which the Property is located with any other tax lots to form a single zoning lot for the purpose of transferring to or from the Hotel Unit Owner, or its successors or assigns, all or any portion of the Development Rights.

ARTICLE 26

LEGAL NAME OF CONDOMINIUM AND BUILDING

The Condominium and the Building shall be legally designated and known as "1185 Broadway 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 legal name of the Condominium and/or the Building. Only Sponsor (or its designee) shall have the right to change or assign the legal 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 developer of the Property, together with such other information as Sponsor (or its designee) determines in its sole discretion. Notwithstanding the foregoing, however, but subject to the rights of Sponsor, if the Hotel Unit is operated under an identifying name, the Unit Owner thereof shall be free to use whatever name it designates for such Unit in press releases or publicly distributed materials or permitted signage. The foregoing provisions of this Article 26 shall be in all events subject to the provisions of Article 27 hereof.

ARTICLE 27

HOTEL BRANDED NAME; HOTEL STANDARD

27.1 As of the date of recording of this Declaration, Sponsor has entered into an agreement with a hotel manager (the "Hotel Manager") for the management of the Hotel Unit (the "Hotel Management Agreement"). Additionally, it is intended that the Condominium will enter into a condominium management agreement ("Condominium Management Agreement") with the entity (or an affiliate thereof) that is the Hotel Manager pursuant to which such entity would act as the Condominium Managing Agent. Pursuant to the terms and conditions of the Condominium Management Agreement, the Condominium may be known under a branded name or marks affiliated with the Hotel Manager or such other name as may be approved by the Hotel Manager and the Condominium Board (the "Branded Name") for so long as the Condominium Management Agreement is in effect. Among other things, the Condominium Management Agreement will provide that any use of the Branded Name will be limited to signage on or about the Condominium, which may also include the name, trademark, trade names, symbols, logos, insignias, indicia of origin, copyrights, slogans and designs of the Hotel Manager, as the same may be modified from time to time (the "Marks") in form and style approved by Hotel Manager, in its sole, but good faith discretion, and (ii) textual use of the Branded Name by the Condominium, the Board, the individual Penthouse Unit Owners and their agents, solely to identify the address of the Condominium or the Penthouse Units. Any other use of the Branded Name or the Marks in relation to the Condominium, the Building and the Penthouse Units is strictly prohibited. None of the Penthouse Unit Owners, the Condominium or the Board have any right, title or interest in or to the Branded Name or Marks except as may be expressly set forth in the Condominium Management Agreement. Upon termination or expiration of the Condominium Management Agreement, all affiliation of the Condominium with the Branded Name and the Hotel Manager shall terminate and all uses of the Branded Name and the Marks, including all sign or other materials bearing the Branded Name or the Marks shall be removed from the Condominium. Any other use of the Branded Name or the Marks in relation to the Condominium, the Building or the Penthouse Units is strictly prohibited.

27.2 The Hotel Unit Owner may, in the future, otherwise obtain rights to use certain other trademarks, trade names, copyrights and/or other intellectual property ("Hotel Intellectual Property"), either by entering into agreements with other hotel brands or chains (in each case, a "Hotel Flag") in connection with the operation and management of the Hotel Unit in association with a particular hotel brand or chain or otherwise. For so long as the Hotel Unit is operating or being operated using such Hotel Intellectual Property, the Hotel Unit Owner shall be entitled to require that the Condominium be operated, managed and maintained at a minimum according to the standards of quality, service, character, appearance and image required by the

Hotel Flag, as the same may be amended from time to time (or, if the Hotel Unit is not flagged at such time, then such standards commensurate with those of the hotel being operated in the Hotel Unit at the time in question) (the "Hotel Standard"). Except as expressly provided herein, in no event will any Penthouse Unit Owner without the express consent of the Hotel Unit Owner, use any of the Hotel Intellectual Property in connection with any advertisement, promotion, rental or sale of any such Unit (or portion thereof or interest therein) or any business being operated therein of therefrom or in any other commercial manner, provided that so long as there is no written agreement between the Hotel Unit Owner and the Hotel Flag or the Condominium and the Hotel Flag to the contrary, the Penthouse Unit Owner may use any branded name of the Hotel (which may include Hotel Intellectual Property) solely in a textual manner to identify the address of the Condominium or the Penthouse Units. Without limiting any other right or remedy available at law or in equity, the foregoing may be enforced by the Condominium or the Hotel Unit Owner by an action for specific performance and/or injunctive relief. Under no circumstances will the Hotel Intellectual Property be deemed part of the Property or an appurtenance of any Unit or any person subject to the foregoing. The Hotel Intellectual Property will at all times remain the sole and exclusive property of the Hotel Unit Owner.

27.3 For so long as the initial Hotel Management Agreement between Sponsor and the Hotel Manager is in effect, the "Hotel Standard" shall mean the highest of the following: (i) the standard required to maintain and operate the Building in a condition and quality level not less than that which existed at the time that the Building was constructed (ordinary wear and tear excepted), or (ii) for so long as a branded hotel company is managing the Building, the higher of the standard at which the Hotel is then being managed and the standards identified with such hotel company's brand for luxury hotels and residential condominiums located in mixed-use developments in similar geographic locations.

ARTICLE 28

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of: (i) Declarant or its designee, as set forth in the Condominium Documents, shall inure to the benefit of and be binding upon any successor or assign of Declarant, its designee or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Units then owned by Declarant or its designee; and (ii) Sponsor or its designee, as set forth herein, shall inure to the benefit of and be binding upon any successor assign of Sponsor, its designee or, with the consent of Sponsor or its designee, any transferee of some or all of the then Unsold Units then owned by Sponsor or its designee. For purposes hereof, references to Declarant or its designee or Sponsor or its designee, as the case may be, shall also include any mortgagee (or its nominee or designee) or other Person taking title from such party/ies upon a foreclosure or by deed-in-lieu of foreclosure. The rights and/or obligations of the Hotel Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successor or assign of such Hotel Unit Owner. Subject to the foregoing, Sponsor or its designee, and/or the Hotel Unit Owner, as the case may be, 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).

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ____ day of _____, 20___.

RP1185 LLC

By: _____
Name:
Title:

KL3:3295485.7

State of New York)
) ss.:
County of New York)

On the _____ day of _____ in the year 20__ 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.

_____
(Signature and office of individual taking acknowledgment)

SCHEDULE A TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF 1185 BROADWAY CONDOMINIUM

DESCRIPTION OF THE LAND

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THERON ERECTED, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET WITH THE WESTERLY SIDE OF BROADWAY;

THENCE NORTHWESTERLY ALONG THE WESTERLY SIDE OF BROADWAY, ONE HUNDRED FIVE FEET, NINE INCHES;

THENCE WESTERLY AND PARALLEL OR NEARLY SO WITH TWENTY-EIGHTH STREET, ONE HUNDRED AND FIFTY-ONE FEET, TWO AND ONE HALF INCHES;

THENCE SOUTHERLY AND PARALLEL WITH SIXTH AVENUE, NINETY-EIGHT FEET, NINE INCHES TO THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET;

THENCE EASTERLY ALONG THE NORTHERLY SIDE OF TWENTY-EIGHTH STREET, ONE HUNDRED AND EIGHTY-NINE FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF 1185 BROADWAY CONDOMINIUM

DESCRIPTION OF UNITS

SCHEDULE C TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF 1185 BROADWAY CONDOMINIUM

CONDOMINIUM BY-LAWS

EXHIBIT 7

CONDOMINIUM BY-LAWS

BY-LAWS

OF

1185 BROADWAY CONDOMINIUM

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BY-LAWS

OF

1185 BROADWAY CONDOMINIUM

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 1185 Broadway Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of the land (the "Land") which forms a part of Block 830, Lots [____ - ____] on the Tax Map of the Borough of Manhattan, County of New York, 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 has been 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).

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 "Condominium Board" or the "Board"). From and after the First Annual Meeting of Unit Owners (as hereinafter defined), as provided in Section 3.1, the Board shall consist of five persons as follows: (i) three (3) members shall be designated by the Hotel Unit Owner (the "Hotel Unit Owner Members"); and (ii) subject to the rights of Sponsor to designate members, as more particularly set forth herein, two (2) members shall be elected by the Penthouse Unit Owners (the "Penthouse Unit Owner Members").

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 third 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 elected or designated by Sponsor or its designee or by the Hotel Unit Owner, 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 or employees of a limited liability company owning or holding a Permitted Mortgage; (v) fiduciaries or their 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 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 elected or designated by Sponsor or its designee or by the Hotel Unit Owner, 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. Additionally, for so long as Sponsor has an outstanding loan secured by a mortgage on all or any portion of the Property (the "Sponsor's Loan"), the lender(s) or designated agent for such lenders (the "Sponsor's Lender") shall be deemed a Permitted Mortgagee hereunder and the mortgage securing Sponsor's Loan shall be deemed a Permitted Mortgage hereunder.

2.1.4 In no event shall any Penthouse Unit Owner (or its proxy) or another interested party be eligible for election to the Board as a Penthouse Unit Owner Member, and any such Penthouse Unit Owner (or its proxy) or other party may be removed as a Penthouse Unit Owner Member by a majority vote of the other Board members, if such Penthouse Unit Owner is then in arrears, beyond ten (10) days from the due date, in the payment of Common

Charges or any other amounts required by the Board to be paid. In addition, no Penthouse Unit Owner Member (or his or her proxy) may continue to participate as a member of the Board after the Board has perfected a lien against such Penthouse Unit Owner Member's Penthouse Unit, for so long as such lien remains unsatisfied. The provisions of this Section 2.14 shall not be applicable to a Penthouse Unit Owner Member designated by Sponsor in accordance with the terms of these By-Laws.

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 law, 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 and without limiting the generality thereof, (and in addition to all other powers and duties granted to the Board by law, 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 accordance with the Hotel Standard.

(b) The amount of Common Charges and any assessments subject to the provisions of Article 6.1 hereof.

(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.

(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, subject in all events to any prior rights of the Hotel Unit Owner set forth herein.

(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.

(i) Selling, leasing, mortgaging, refinancing and otherwise dealing with the Common Elements.

(j) Making repairs, restorations, additions and improvement to, and alterations and replacements of, the Common Elements.

(k) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Common Elements 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.

(l) Enforcing obligations of Unit Owners.

(m) 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) (and every day that an infraction continues shall be considered a separate infraction subject to fine);

(n) 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.

(o) 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.

(p) 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 Common Elements; provided, however, that: (A) except as provided in Section 8.7, the consent of at least 60% of the Common Interest of all Unit Owners served or benefited by such Common Elements shall be required for any borrowings for such purposes with respect to the Common Elements, if such borrowings are in excess of $3,000,000 (subject to increase by the CPI Increase Factor) in any one fiscal year; (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 law) without the prior written consent of the owner of such Unit; and (C) no Unit Owner other than the Unit Owners served or benefited by such Common Elements shall be liable for the repayment of any such borrowing with respect to the 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 any 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(p) 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 all applicable Unit Owners (depending on whether the borrowing was made on behalf of all Unit Owners or only certain Unit Owners), in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor 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 clause (A) of this subsection 2.2.2(p), 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.

(q) 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.

(r) 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 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, 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.

(s) 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: (i) all Units other than the Hotel Unit for the benefit and on behalf of the Penthouse Unit Owners and (ii) the Hotel Unit, for the benefit of the Unit Owner thereof, but only to the extent requested and authorized to do so, in writing, by the respective Owner thereof; and 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.

(t) Commencing, prosecuting and settling litigation.

(u) Obtaining and reviewing insurance for the Condominium, including the Units, pursuant to the provisions of Section 6.4.

(v) Imposition, increase, decrease or elimination of certain fees and charges in connection with the sale or lease of a Penthouse 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.

(w) 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 Except as otherwise provided in these By-laws or in the Declaration, the Hotel Unit Owner shall be entitled to make determinations with respect to the following matters:

(a) Operation, care, upkeep, maintenance, repair and replacement of its Hotel Unit including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas.

(b) Employment and dismissal of personnel necessary for the maintenance and operation of its Hotel Unit, including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas.

(c) Leasing or granting consent with respect to the sublease of all or any portion of its Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas) or the use thereof by persons or for purposes otherwise permitted and the granting of other consents as in these By-Laws provided.

(d) Selling, leasing, mortgaging, entering into Hotel management agreements with respect to and otherwise dealing with all or any portion of the Hotel Unit, including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas.

(e) Making repairs, restorations, additions and improvements to, or alterations of, the Hotel Unit, including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas, subject to the rights of the Hotel Unit Owner to seek reimbursement from the Condominium for certain expenses associated with repairs, restorations, additions and improvements to, or alterations of the Hotel Shared Components, as more particularly described herein.

(f) Making repairs to and restoration of its Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas) or parts thereof, damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(g) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only its Hotel Unit, as set forth in Section 6.4.

(h) Borrowing money when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, its Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas) or otherwise in connection with any permitted action or activity of the Hotel Unit Owner; subject, in all events to the right of the Hotel Unit Owner to seek reimbursement from the Condominium for costs incurred in connection with operation, care, upkeep and maintenance of the Hotel Shared Components as more particularly provided in Article 6 hereof; and provided, however; that (i) no lien to secure repayment of any sum borrowed may be created on any other Unit or its appurtenant interests in the Common Elements without the consent of the owner of such other Unit, and (ii) Unit Owners other than the Hotel Unit Owner will not be liable for repayment of any portion of any such loan, unless they otherwise agree in writing.

(i) Execution, acknowledgement and delivery of (i) any declaration or other instrument affecting the Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas) which the Unit Owner thereof deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission or any other public authority or agency, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas), or (ii) any consent, covenant, restriction, easement or declaration affecting the Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas) which the Unit Owner thereof deems necessary or appropriate.

(j) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain a reduced real estate tax assessment solely with respect to its Hotel Unit (including, but not limited to, any portions of the Hotel Unit marked "Hotel Unit Exterior" on the Floor Plans and any portions of the Hotel Unit which represent Hotel Shared Components or Hotel Shared Easement Areas).

2.2.4 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 "Condominium Manager" or the "Condominium 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 Condominium Manager any powers granted to the Board by these By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e) through (i), (n) through (t) and (w).

2.3 Number and Terms of Office of Members of the Board.

2.3.1 Until the First Annual Meeting held by the Unit Owners pursuant to the terms of Section 3.1 hereof, the Board shall consist of three (3) persons designated by Sponsor from time to time (the "First Board"). The terms of each member of the First Board shall expire annually and, subject to the other provisions of this Section, Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with the provisions of and within the time periods set forth in Section 3.1, 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 shall expire when the five members to be elected and/or designated at the First Annual Meeting are so elected or designated, as the case may be, and qualified. Notwithstanding the foregoing, the Sponsor may elect, in its sole discretion, to expand the First Board to five (5) members at any point in time prior to the First Annual Meeting, in which event: (i) three (3) members shall at all times be designated by the Hotel Unit Owner (which may be Sponsor); and (ii) two (2) members shall at all times be designated by Sponsor.

2.3.2 From and after the First Annual Meeting, the Board shall consist five (5) persons: three (3) members designated by the Hotel Unit Owner (the "Hotel Unit Owner Members"); and two (2) members elected by the Penthouse Unit Owners (including Sponsor) (in all events, subject to the provisions of Section 2.4 below) (the "Penthouse Unit Owner Members"). The Hotel Unit Owner shall at all times have the right to designate such three (3) Board members as aforesaid. For so long as Sponsor is entitled to designate one Member, as provided for in subsection 2.4.3 hereof, the Board may not be expanded beyond five members without the prior consent of Sponsor.

2.3.3 After the First Annual Meeting, the term of office of each of the five members comprising the Board will usually be three years, except that the terms of office with respect to the first five member board shall be fixed at the First Annual Meeting as follows: (a) one Member will serve for approximately three (3) years, (b) two Members will serve for approximately two (2) years, and (c) two (2) Members will serve for approximately one (1) year. At the expiration of the initial term of office of each member of the Board, each such member's successor will be elected to serve for a term of three years. The members of the first Board elected at the First Annual Meeting will determine who serves which terms of office, provided that any Penthouse Unit Owner Member elected by the Penthouse Unit Owners and not affiliated with Sponsor shall serve for the longest terms. At each annual meeting of Unit Owners subsequent to the First Annual Meeting, the Unit Owners shall elect or designate, 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 three years. 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 or designated 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, or the Hotel Unit Owner) may serve until his or her successor shall be elected or designated 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, the members of the Board elected by the Penthouse Unit Owners shall be determined by plurality of the votes cast by the Penthouse Unit Owners (including Sponsor or its designee, for so long as Sponsor or such designee owns at least one Penthouse 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. The members of the Board designated by the Hotel Unit Owner shall be determined by the Hotel Unit Owner (in person or by proxy).

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. At elections of members to the Board held at or after the First Annual Meeting but while Sponsor and/or its designee still owns at least one (1) Penthouse Unit, Sponsor and/or its designee shall have the right to designate one (1) of the two (2) Penthouse Unit Owner Members who may be a person related to or affiliated with Sponsor, Sponsor's designee or other Unsold Unit Owner; and the Penthouse Unit Owners (including Sponsor) shall have the right to elect the remaining one (1) Penthouse Unit Owner Member, who shall be a person not related to or affiliated with Sponsor, Sponsor's designee or other Unsold Unit Owner. The Hotel Unit Owner shall at all times have the right to designate the three (3) Hotel Unit Owner Members of the Board.

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 to 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 if a majority of the members of the Board shall be present.

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 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 or telecopy, at least five 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 business days' prior notice to each member of the Board, by personal delivery, nationally recognized overnight courier or telecopy, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two or more members of the Board.

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. Notwithstanding anything contained herein to the contrary, no action shall be taken or decisions shall be made by the Board without the affirmative vote of at least one Hotel Unit Owner Member.

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 business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when a quorum exists, except that in no event shall a quorum be deemed to exist without the presence of at least one Hotel Unit Member. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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 law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the Condominium Manager, 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 Condominium Manager shall state that it is made by the Board or the Condominium Manager only as agent for all Unit Owners, and that the Board members or the Condominium Manager 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 Condominium Manager 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 law, 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 law, 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 or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of such Board member's own bad faith or willful misconduct. 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 the Hotel Unit Owner on its behalf or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the 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 or willful misconduct of the Board or such member thereof.

2.14 Fidelity Bonds. The Board shall obtain fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees and for the Condominium Manager 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 law. 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 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 law, 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 law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the 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 Declaration and these By-Laws; and the provisions of the Declaration and these By-Laws 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 Declaration and these By-Laws, the Board shall act as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.18.1 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 law, 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 anything contained herein to the contrary, the Board shall be authorized to enter into and, from time to time, renew a management agreement with Declarant, or another affiliate of Declarant (or one or more of its members) to serve as the managing agent of the Condominium. Notwithstanding anything contained herein to the contrary, the Board shall, in all events, be authorized (and if so directed by the Hotel Unit Owner Members, required) to enter into, and from time to time, renew, any Condominium management agreement or license agreement with any Hotel Flag or hotel operator acting as Hotel Manager for the duration of time that such Hotel Flag or hotel operator so acts as Hotel Manager.

2.19 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 30 days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title by Sponsor (or its designee), as seller, to Penthouse Units representing at least 50%, both in number and in aggregate Common Interests of all Penthouse Units, to Purchasers (as defined in the Offering Plan), provided that in no event shall such First Annual Meeting be delayed beyond the date that is thirty (30) days from the fifth anniversary of the First Closing. 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 First Board shall resign. Thereafter, annual meetings of Unit Owners shall be held within approximately four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Board. At such meetings, the Unit Owners shall elect, or designate, 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 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 30% 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 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 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 Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners in the manner provided above, at least 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 business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Unit Owners) when a quorum will be present, however, in no event shall any business be conducted at a meeting of the Unit Owners without the presence in person or by proxy of the Hotel Unit Owner.

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.

3.8.2 If two or more persons or entities own a Unit, they shall designate one 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 designors. 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. For avoidance of doubt, any Board member who is a Unit Owner in the Condominium shall be entitled to vote the interest appurtenant to such Board member's Unit, and the Common Interest of any individual Board member's Unit shall be included in 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 vote for each .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 Penthouse 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 law, as used in these By-Laws and in the Declaration, the term "Majority of Unit Owners" means those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the provisions of Section 3.8), 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 30% 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 law, the Declaration or these By-Laws, 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 Vice President, or an Assistant Treasurer, or Assistant Secretary and such additional officers as in its judgment may be desirable. Unless prohibited by applicable law, any two 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 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 law, 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 law, 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 or willful misconduct 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 Condominium Manager; (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 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 law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 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 Declaration or these By-Laws, being collectively, the "Common Charges") between the Penthouse Units and the Hotel Unit. Penthouse Unit Owners will be assessed Common Charges to meet the Penthouse Units' allocated share of Common Expenses and the Common Charges payable by each Penthouse Unit Owner will be in proportion to such Penthouse Unit's percentage Common Interest compared to the total of all Penthouse Units. The Hotel Unit Owner will be assessed Common Charges to meet the share of only those Common Expenses allocated to the Hotel Unit by the Board, and the Hotel Unit Owner's share of Common Expenses will be limited to a share of only certain components of the Common Expenses, all as and to the extent shown in Exhibit B annexed hereto and made a part hereof (the "Expense Allocation Schedule"). The Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and, if requested, to Permitted Mortgagees thereof.

6.1.2 Notwithstanding anything contained herein to the contrary, the Common Expenses shall be deemed to include the Condominium's allocated portion of the costs and expenses incurred by the Hotel Unit Owner and associated with the repair, maintenance, replacement, restoration, care, upkeep, operation, management of, staffing of, insurance of and any alteration, addition or improvement to, the Hotel Shared Components, the provision of Basic Hotel Services (as hereinafter defined) to the Penthouse Unit Owners (as more particularly described in Article 14.1 hereof), and all other costs incurred by the Hotel Unit Owner for utilities and/or services serving or benefitting the owners of the Penthouse Units in whole or in part, all in accordance with the Hotel Standard in effect from time to time (the "Hotel Shared Component Costs"). In furtherance thereof, the Condominium Board shall include a line item in the Condominium's annual budget for the Hotel Shared Component Costs, which line item shall be in an amount to be fairly and reasonably determined by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion, and which line item, in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). may be limited to only the Penthouse Units' share of the Hotel Shared Component Costs. For avoidance of doubt, any costs associated with the provision of Basic Hotel Services included in the Hotel Shared Component Costs shall be allocated solely to the Penthouse Unit Owners. The Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall prepare, on an annual basis, a budget reflecting the anticipated Hotel Shared Component Costs for the relevant upcoming fiscal year of the Condominium (the "Hotel Shared Component Budget"). The Hotel Unit Owner shall have, in its sole discretion, complete control over every aspect of the Hotel Shared Component

Budget, including, but not limited to, the nature and amounts of all costs and expenses to be incurred thereunder. Not later than sixty (60) days prior to the beginning of any fiscal year of the Condominium, the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall deliver to the Condominium Board, the Hotel Shared Component Budget including reasonable itemization of the Hotel Shared Component Costs set forth therein. The Condominium Board shall have a period of thirty (30) days to comment on the proposed Hotel Shared Component Budget, and the Hotel Unit Owner shall provide responses or make such changes in the Hotel Shared Component Budget as the Hotel Unit Owner determines appropriate in response to such comments; however, the Hotel Unit Owner shall have the sole and absolute discretion to make the final determination of the Hotel Shared Component Budget, and the Condominium Board shall be required to include the Hotel Shared Component Costs (or only such share of the Hotel Shared Component Costs attributable to the Penthouse Units, in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf) in their annual Condominium budget as reflected in the Hotel Shared Component Budget. The Hotel Shared Component Budget may include as a Hotel Shared Component Cost, in the sole and absolute discretion of the Hotel Unit Owner, any reserve amounts contemplated to be incurred by the Hotel Unit Owner in a given Condominium fiscal year relating to capital expenditures or repairs and replacements of the Hotel Shared Components. The Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall prepare, on an annual basis, a report which includes all of the actual Hotel Shared Components Costs for the most recently completed fiscal year of Condominium operation, which shall include a report of capital expenditures (if any) for the Hotel Shared Components. No later than one hundred twenty (120) days following the end of such fiscal year of Condominium operation (or as soon thereafter as practical), the Hotel Unit Owner shall deliver to the Condominium Board a copy of the annual report. In the event such report reflects that the expenses set forth in the Hotel Shared Component Budget were less than the expenses actually incurred in such year, the Hotel Unit Owner shall have the right to increase the Hotel Shared Component Budget by the amount of such deficiency for the then current fiscal year of Condominium operation or to assess the Condominium (which Condominium shall, in turn, assess the Penthouse Unit Owners based upon relative Common Interest) for such deficiency, which assessment shall be payable by the Condominium Board as and when reasonably determined by the Hotel Unit Owner, in its sole discretion. In the event such report reflects that the expenses set forth in the Hotel Shared Component Budget exceeded the expenses actually incurred in such year, the Hotel Shared Component Budget for the then fiscal year of Condominium operation shall be reduced by the amount of such surplus.

6.1.3 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; 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 Penthouse Unit Owners, as the case may be. Notwithstanding anything contained in this Section 6.1.3 or elsewhere in these By-Laws: (a) the Hotel Unit Owner shall in no event contribute to components of the Common Expenses other than as shown on the Expense Allocation Schedule; and (b) the allocations applicable to the Hotel Unit for each of the

components shown on the Expense Allocation Schedule shall remain fixed from and after the first year of Condominium operation, except for any components relating to utility consumption, which allocations may be fairly and reasonably adjusted by the Board from time to time based upon such consumption.

6.1.4 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 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 until a new determination of the Common Expenses shall be made; provided that the same shall be increased by: (i) anticipated expenditures for applicable Mandatory Costs (defined below); and (ii) the CPI Increase Factor (defined below) as applied against all budget items other than Mandatory Costs. Additionally, the Common Charges collected in any such fiscal year shall be adjusted, in all events, to reflect any Hotel Shared Component Budget delivered by the Hotel Unit Owner (or the Hotel Manager on its behalf) to the Condominium Board applicable to such fiscal year. As used herein, the term "Mandatory Costs" means all costs attributable to (i) insurance coverage the Board is required to obtain and maintain hereunder; (ii) costs under previously executed multi-year contracts with third parties; (iii) taxes and other governmental charges; (iv) utilities; (v) compliance with laws; (vi) amounts payable to the Condominium Manager under the terms of the Condominium management agreement; (vii) actions that the Board is required to take under the Condominium Documents; (viii) all other existing contractual requirements; and (ix) expenditures made to correct conditions that would reasonably result in a threat to the health or safety of the Unit Owners or occupants of the Units or in a significant risk of damage to the Condominium.

6.1.5 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 Penthouse 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). The Hotel Unit Owner shall have the right, from time to time, to levy a special assessment against the Condominium either to cover the cost of capital expenditures, repairs or replacement to the Hotel Shared Components or as otherwise permitted under Section 6.1.2 hereunder or for any other purpose, in which event, the Condominium shall levy a special assessment against all Penthouse Unit Owners for the Penthouse Unit Owners' proportionate share of such Hotel Shared Components costs, and for avoidance of doubt, the Board shall have all rights and remedies for collection of special assessments resulting therefrom as are provided herein for the collection of Common Charges (including, without limitation, perfecting a lien against a defaulting Unit).

6.1.6 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 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 these By-Laws or in the Declaration to the contrary, but in all events subject to the last sentence of Section 6.1.3 hereof, 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. 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 law, 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 waive the collection of some or all of the Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all expenses to operate the Building during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments required by lenders. All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in the projected budget for the first year of Condominium operation which will not take effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include individual Penthouse Unit Owner expenses such as, but not limited to, real estate taxes or assessments regardless of whether the Unit has been separately assessed, utility charges, Additional Service Fees (as hereinafter defined) and Per-Use Fees (as hereinafter defined) which shall be paid by the Penthouse Unit Owner of each Penthouse Unit. In all instances the Unit Owners will remain responsible for the payment of the real estate taxes. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the Waiver Period.

"Per-Use Fees" shall mean those fees incurred by a Penthouse Unit Owner on a per-use basis associated with the various goods and services which may be made available to Penthouse Unit Owners through the Hotel Manager or operators of other portions of the Hotel Unit, which may include, but are not limited to, any restaurants, bars or spas that may exist within the Hotel Unit from time to time, which Per-Use Fees are to be payable by the Penthouse Unit Owner incurring such fees directly to the applicable provider thereof, and are not included in the Common Charges for any Penthouse Unit.

6.3 Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies.

6.3.1 Except to the extent prohibited by law, 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 the extent required by applicable law, to prior recorded Permitted Mortgages on such Units, which are first mortgages of record.

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 1.25% per month (but in no event in excess of the maximum rate permitted by law) 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, attorneys' fees and expenses paid or incurred by the Board or by the Condominium Manager 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 law. 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 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 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 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 any other law or agreement.

(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 determined by the Board to be appropriate, the following insurance: (a) property insurance with special causes of loss coverage, insuring the Common Elements, if any, together with all service machinery contained therein, and covering the interests of the Condominium, the Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of such Common Elements, without deduction for depreciation; (b) rent insurance in an amount equal to Common Charges for one year only to the extent that it's not covered by the Hotel Unit Owner Insurance (as defined below); (c) workers' compensation and New York State disability benefits insurance, to the extent there are any employees of the Board; (d) fidelity/crime insurance covering the Board, all officers, Board members, directors and employees of the Condominium and of the Condominium Manager who handle the funds of any of the foregoing and/or in respect of their maintenance and/or operation of the Building or any part thereof; (e) directors' and officers' liability coverage; and (f) such other insurance as the Board may determine from time to time. Each of said policies shall contain a Condominium Property Endorsement or equivalent language and a New York standard mortgagee clause or equivalent language 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. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be allocated among the Units in the manner set forth in Section 6.1.1 hereof.

6.4.2 To the extent obtainable at commercially reasonable premiums, all fire, casualty and general liability insurance policies which the Board is required to maintain must provide that each Unit Owner is an additional insured party and contain waivers of subrogation, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all of the insureds, including the Board, all Unit Owners and Permitted Mortgagees, who have requested the same from the Board in writing. Certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees who have requested the same from the Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

6.4.3 All such policies held by the Board shall provide that adjustment of loss shall be made by the Board. Insurance proceeds with respect to any loss shall be payable to the Board or Unit Owners entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $2,500,000, shall be payable to a New York City bank or trust company designated by the Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.7 hereof.

6.4.4 The Board shall also be required to obtain and maintain, to the extent obtainable, commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such amounts as from time to time are carried by prudent owners of comparable properties in the City of New York, and in such limits as the Board, from time to time, may determine, covering (i) the Board, the Condominium Manager, each Board member, each officer and employee of the Condominium, and (ii) each Unit Owner and their agents and Permitted Mortgagees, if any, except that such policy will not cover liability of a Unit Owner arising from occurrences within or about its own Unit or within or about the Common Elements, if any, exclusive to its Unit. The Board shall review such limits once each year. Until the first meeting of the Board following the first annual meeting of Unit Owners, such liability insurance shall be at least $1,000,000 with respect to any occurrence $2,000,000 in the aggregate, with umbrella coverage of at least $25,000,000 per occurrence and in the aggregate and at no time and in no event during this time period shall such commercial general liability insurance afford protection to the limit of less than such amounts.

6.4.5 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines. The premiums for all insurance referred to above shall be a Common Expense and shall be allocated among the Units in the manner set forth in Section 6.1.1 hereof.

6.4.6 If the use of any Unit causes an increase in the premium for the insurance which the Board is required to obtain and maintain, as set forth herein or otherwise, then the owner of such Unit shall be obligated to pay to the Board a sum equal to the amount of such increase attributable to such use.

6.4.7 The Board is not required to obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit, any liability with respect to occurrences within or about a Unit or a Common Element exclusively appurtenant to a Unit, if any, or with respect to those items in, on or affixed to the Unit, including but not limited to, those items described in Section 5.2 and 5.3 of the Declaration, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date. Consequently:

(a) All Penthouse Unit Owners are required, at the Unit Owner's own cost and expense, to obtain and maintain in full force and effect (i) a liability policy and umbrella liability coverage insuring against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000, and (ii) "special causes of loss" property insurance in respect of property damage occurring in, upon, to, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations,

improvements and betterments). The limits of liability set forth in (i) above may be increased by the Condominium Board from time to time provided that for so long as Sponsor owns at least one (1) Unsold Unit, any change or elimination of the requirements set forth above may only be made upon Sponsor's prior written consent.

(b) The Hotel Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine with respect to its Unit (including any space marked "Hotel Unit Exterior" on the Floor Plans and including the Hotel Shared Components) and with respect to any Common Elements exclusively appurtenant thereto (all of which shall be referred to herein as the "Hotel Unit Owner Insurance"):

(i) Commercial General (Public) Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, elevators, escalators, independent contractors, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $5,000,000 per occurrence and annual aggregate per location. The Hotel Unit Owner purchasing such Commercial General Liability policy shall be the named insured. Each of the Board and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

(ii) Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance (including Comprehensive Boiler & Machinery coverage), on a replacement cost basis, covering the interests of the Hotel Unit Owner and its Permitted Mortgagee in the Hotel Unit and, as applicable, Common Elements exclusively appurtenant thereto, as their respective interests may appear including the full replacement cost of the Unit and, as applicable, the Common Elements exclusively appurtenant thereto, and any improvements and betterments made to the Hotel Unit and, as applicable, any Common Elements exclusively appurtenant thereto, and otherwise in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 6.5 below.

(iii) Business Income and/or Rental Income due to an occurrence or accident insured under the policies described herein. The coverage shall be provided on "Actual Loss Sustained" forms in amounts of not less than twelve (12) months of the then annual Common Charges payable by the Hotel Unit Owner at the time of purchase or renewal of such policy. Such policy of Business Income and/or Rental Income shall have a maximum deductible of no more than six (6) months of the then annual Common Charges payable by the applicable Hotel Unit Owner at the time of purchase or renewal of such policy. The Hotel Unit Owner shall use commercially reasonable efforts to name the Condominium Board as "loss payee", as its interest may appear, under such policy.

(iv) If the Hotel Unit Owner is engaged in the sale of alcoholic beverages, so-called "dramshop" or other liability insurance required in connection therewith.

(v) Workers' Compensation insurance required by law and Employer's Liability coverage with limits of no less than $1,000,000, including a waiver of subrogation.

6.4.8 All Unit Owner insurance shall be issued by an insurance company licensed to do business in the State of New York and approved by the Board, acting reasonably; and the Board, the Hotel Manager, the Condominium Manager and Sponsor shall be named as additional insureds on such insurance policies. Subject to the requirements herein, Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense and the Board shall not be prohibited from carrying additional insurance; provided, however, all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements exclusively appurtenant thereto, if any, shall contain a waiver of the insurer's rights of subrogation against the Board, the Condominium Manager, the Hotel Manager and the other Unit Owners. The liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent any party is insured, or required to be insured for loss or damage to property hereunder, each party will look to its own insurance policies for recovery.

6.4.9 Notwithstanding anything contained herein to the contrary, the costs and expenses associated with the Hotel Unit Owner Insurance shall generally be the responsibility of the Hotel Unit Owner, provided that the Hotel Unit Owner shall have the right, in its sole and absolute discretion, to allocate a portion of the cost therefor which constitutes a Hotel Shared Component Cost to the Condominium, and the same shall be reflected in the Hotel Shared Component Budget prepared by the Hotel Unit Owner and presented to the Condominium Board on an annual basis as more particularly set forth in section 6.1.2 above.

6.4.10 All policies obtained by any Unit Owner shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and shall further provide that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any additional insurance carried by any other Unit Owner and shall, to the extent obtainable, contain a waiver of the insurer's right of subrogation against the Board, the Hotel Manager, the Condominium Manager and other Unit Owners. On or prior to the date upon which any given Unit Owner acquires title to its Unit, each such party shall deliver to the Board certificates evidencing the insurance required to be maintained by such Unit Owner hereunder. Evidence of each renewal or replacement of a policy shall be delivered by Unit Owner to the Board at least five (5) days prior to the expiration of such policy.

6.4.11 Any insurance coverage(s) required to be obtained by the Board may be satisfied by any so-called builder's risk policy obtained by Sponsor in connection with the construction of the Building, provided the limits and terms of such policy are adequate to meet the terms and conditions set forth in this Article 6. To the extent any such policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Board for the Condominium in respect of any period following the First Closing, the Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

6.4.12 Until payment of the debt under any mortgage securing Sponsor's Loan, if any, is made in full or until such mortgage is assigned by Sponsor's Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations of said mortgage (which provisions set forth the Board's obligations with respect to the maintenance of insurance during such period).

6.4.13 Additionally, the Board shall be required to comply with any insurance requirements with respect to the Condominium and the Units set forth in any management agreement between the Hotel Unit Owner and a Hotel Manager or the Condominium Board and a Condominium Manager from time to time notwithstanding that such agreements may require a greater amount of coverage than is set forth herein.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 Except as set forth in Section 6.5.3 below, in the event that the Common Elements, if any, or any part thereof are damaged or destroyed by fire or other casualty, the Board will arrange for the prompt repair and restoration thereof and the Board or the Insurance Trustee (as defined in Section 12.7 below), 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. Any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners, or by the Unit Owners of the affected portions of the Building, as appropriate, in proportion to their respective 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 discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens.

6.5.2 Except as set forth in Section 6.5.3 below, in the event that the Hotel Unit and/or any Common Elements exclusively appurtenant thereto, if any, or any part thereof are damaged or destroyed by fire or other casualty, the Hotel Unit Owner shall arrange for the prompt repair and restoration thereof (including each Unit, but excluding those items listed in Section 6.4.7 above which are the responsibility of an individual Penthouse Unit Owner to insure) and the Hotel Unit Owner shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any deficit or surplus in insurance proceeds shall generally be borne by the Hotel Unit Owner, except that with respect to any deficit or surplus in insurance proceeds attributable (in the sole discretion of the Hotel Unit Owner) to the Hotel Shared Components, the Hotel Unit Owner shall fairly allocate (in its sole and absolute discretion) a portion of such deficit or surplus to the Penthouse Unit Owners. In the case of any deficit determined by the Hotel Unit Owner to be attributable to the Penthouse Units Owners, the Hotel Unit Owner shall notify the Condominium Board in writing including the amount of such deficit, and the Condominium Board shall assess each Penthouse Unit Owner for their allocated portion thereof in proportion to their respective Common Interests. In the case of any surplus determined by the Hotel Unit Owner to be attributable to the Penthouse Unit Owners, the Hotel Unit Owner shall notify the Condominium Board in writing including the amount of such surplus, and the Condominium Board shall pay an allocated portion of such surplus to each Penthouse Unit Owner, provided that the same shall first be lessened by such amounts as may be required to discharge unpaid liens (other than

mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens.

6.5.3 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 duly and promptly resolve to proceed with the repair or restoration thereof, the Building (or so much thereof as remains) 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: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e., Penthouse Unit and Hotel Unit) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Hotel Unit Owner, one of whom shall be selected by the Penthouse Unit Owners, and the third chosen by the other two appraisers selected); and (ii) then among the Unit Owners of each class of Unit in proportion to the respective Common Interests of such Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. Notwithstanding anything contained here, the Condominium shall not be terminated pursuant to this paragraph 6.5.3 without the affirmative vote of at least 51% of the PHU Mortgagee Representatives and the consent of Sponsor's Lender for so long as Sponsor's Loan is outstanding.

6.5.4 In the event the damage resulting from a casualty shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Declarant makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence.

6.5.5 As used in this Section 6.5, the words "promptly resolve" shall mean not more than 60 days after the date of the damage of destruction in question occurs.

6.5.6 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 Declaration or these By-Laws: (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 (which, in the case of the Hotel Unit shall include any spaces designated as "Hotel Unit Exterior" on the Floor Plans) (excluding Common Elements or Hotel Shared Components (except with respect to the Hotel Unit) included therein except as otherwise provided in these By-Laws) and the interior side of entrance doors thereto, shall 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 or in the

Hotel Unit, the Unit Owner thereof will utilize only such contractors, workers or suppliers as are approved by the Condominium Manager or Board; (ii) in or to any Common Elements (unless caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost), shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners; (b) except as otherwise expressly provided for herein, including, without limitation, with regard to the Hotel Shared Components, 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 Common Elements included in or appurtenant to any such Unit); and (c) each Unit and all portions of the Common Elements, including, but not limited to, all fixtures, furnishings and equipment contained therein, 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, and in all events, every aspect of the Building shall be maintained and repaired by the party responsible therefor in compliance with the Hotel Standard. Additionally, unless otherwise consented to by Sponsor or the Board each Penthouse Unit Owner shall, at its sole cost and expense: (a) decorate and furnish or cause to be decorated and furnished its Unit in a manner suitable for luxury hotel accommodation and at all times consistent with the Hotel Standard then in effect, and (b) maintain or cause to be maintained the interiors of its Unit and any fixtures, furnishings and equipment therein in a manner suitable for luxury hotel accommodations and at all times consistent with the Hotel Standard then in effect. 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. In furtherance of enforcing each Unit Owner's obligation to maintain its Unit (including, but not limited to, the fixtures, furnishing and equipment contained therein) in accordance with the provisions of this paragraph 6.6.1, each of the Board (or the Condominium Manager on the Board's behalf) and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right and an easement to enter the Unit from time to time (upon at least 24 hours' notice) in order inspect the Unit and ensure compliance with the provisions hereof, and in the event the Board (or the Condominium Manager on its behalf) or the Hotel Unit Owner (or the Hotel Manager on its behalf) determines that a Unit Owner has failed to keep his or her Unit or any aspect thereof (including, but not limited to the fixtures, furnishings and equipment contained therein) in the required condition hereunder (an "PHU Maintenance Deficiency"), the Board (or the Condominium Manager on the Board's behalf) shall have the right to (and the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to require the Board to) at the expense of such defaulting Unit Owner to enter the Unit and perform such acts as are necessary to cure such default. Additionally, in the event of an PHU Maintenance Deficiency by a Penthouse Unit Owner, the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) shall have the right to suspend the defaulting Penthouse Unit Owner's use of the Hotel Shared Component amenity areas until the PHU Maintenance Deficiency is corrected.

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

(including, but not limited to, the Hotel Shared Components)) 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 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, no Penthouse Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Property. Notwithstanding the foregoing, (i) there are no restrictions on the ability of the Hotel Unit Owner to place any signs inside the Hotel Unit (including, but not limited to, those areas shown on the Floor Plans as "Hotel Unit Exterior" and the Hotel Shared Components), provided such signs comply with all applicable Legal Requirements and (ii) the Hotel Unit Owner will be permitted to place signs and awnings on the exterior of the Hotel Unit (including, but not limited to, those areas shown on the Floor Plans as "Hotel Unit Exterior" and the Hotel Shared Components). Additionally, notwithstanding the foregoing, Sponsor and any holder of Unsold Units shall have an easement to erect, maintain, repair and replace signs, notices, advertisements, illuminations, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or other protrusions on or from 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 the Unit owned by any other party), for the purposes of advertising the availability of Units for sale or lease by Sponsor or its designee.

(c) The interior and exterior glass surfaces of all windows located in any Unit shall not be altered, colored or painted by any Unit Owner, except that the foregoing shall not apply to the Hotel Unit Owner. Since the Building's windows are part of the Hotel Unit, the Hotel Unit Owner will be responsible for cleaning or causing to be cleaned by an insured window washing professional, the exterior glass surfaces of all Units at least two (2) times per calendar year, and an allocated portion of the cost thereof shall be included in the Hotel Shared Component Budget and reimbursed to the Hotel Unit Owner by the Penthouse Unit Owners as part of their Common Charges. The interior glass surfaces of all windows in the Units shall be the responsibility of the respective Unit Owners. All window shall be cleaned a minimum of two (2) times per calendar year. The Board (or the Condominium Manager on the Board's behalf) or the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) (acting through the Board) may from time to time enforce the responsibility of Unit Owners to wash and clean the interior 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. Unit Owners are also prohibited from making any repair or alteration to the building's windows. Any replacement of glass windows in any Penthouse Unit, because of breakage or otherwise, shall be made by the Hotel Unit Owner (or the Hotel Manager on its behalf), and charged to the Penthouse Unit Owners, as a Hotel Shared Component Cost and paid by the Penthouse Unit Owners as a Common Expense on an allocated basis (unless such breakage is caused or attributable to negligence, misuse, neglect

or abuse of one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, in which event such replacement of glass windows shall be made by the Hotel Unit Owner (or the Hotel Manager on its behalf), at the expense of such Unit Owner(s)) to the extent that the Hotel Unit Owner's insurance does not cover the same. Any replacement of glass windows in the Hotel Unit (including, but not limited to, the Hotel Shared Components), because of breakage or otherwise, shall be promptly performed by the Hotel Unit Owner (or the Hotel Manager on its behalf) at its sole cost and expense; provided that, to the extent such window is part of the Hotel Shared Components, the Hotel Unit Owner (or the Hotel Manager on its behalf) reserves the right to seek reimbursement from the Board for an allocated portion of the cost thereof, which amount shall, in turn, be assessed against each Penthouse Unit Owner in the manner set forth in section 6.1 above. Notwithstanding the foregoing, to the extent the need to replace a window in the Hotel Unit results from the negligence, misuse or abuse of another Unit Owner or the Board, the same shall be paid by such Unit Owner or charged to the Board and allocated to the Unit Owners as more particularly described herein.

(d) Although, in accordance with the provisions of this section 6.6, the Hotel Unit Owner shall be responsible for repairs and maintenance to its Unit (including, but not limited to, those portions of the Property shown as "Hotel Unit Exterior" on the Floor Plans and the Hotel Shared Components), as more particularly described in section 6.1 above, the Hotel Unit Owner reserves the right to allocate a certain portion of the cost to maintain and repair the Hotel Shared Components to the Penthouse Unit Owners, in which event, the Hotel Unit Owner would charge the Board either through the Hotel Shared Component Budget, a special assessment, or otherwise for an allocated portion of the cost thereof, which the Board would then, in turn, assess against each Penthouse Unit Owner as more particularly set forth in section 6.1 above. Additionally, although the Hotel Unit Owner shall be responsible for the repairs and maintenance to the areas of the Property noted as "Hotel Unit Exterior" on the Floor Plans, the Hotel Unit Owner reserves the right to charge to the Board as a Hotel Shared Component Cost an allocated portion of any structural or extraordinary repairs or replacements, including, without limitation, work necessary to repair any leaks, with respect to such "Hotel Unit Exterior" spaces, such portion of which will in turn be paid by the Penthouse Unit Owners to the Board as a Common Expense and reimbursed to the Hotel Unit Owner by the Board (unless the repairs or replacements were caused by or attributable to the negligence, misuse, neglect or abuse of a particular Unit Owner, in which case such Unit Owner shall be responsible for the entire cost).

6.6.3 In order to promote a consistent appearance of the Building from the outside, Penthouse Unit Owners may install and maintain window treatment materials, where appropriate, provided that such materials have a neutral-colored backing and otherwise conform to any specifications (including a new color) established from time to time by the Hotel Unit Owner (or the Hotel Manager on its behalf). The Hotel Unit Owner (or the Hotel Manager on its behalf) has the right to change or add to the specifications for the window treatments and backings.

6.6.4 Without limiting the generality of the other provisions of these By-Laws (including, without limitation, Section 6.6.3 hereof and the Rules and Regulations), the Hotel Unit Owner shall:

(a) comply with all sanitary codes, bag and remove all rubbish and other debris from the subleased premises daily, keep the sidewalks in front of the Hotel Unit clean and free from any garbage, debris, or obstruction and place all garbage away from the lobby;

(b) use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Hotel Unit and vent the foregoing;

(c) utilize all reasonable measures to keep its Hotel Unit free from rats, mice, insects, and other vermin;

(d) on a daily basis, keep the sidewalks in front of its Hotel Unit clean and free of dirt, ice, snow, mud and rubbish;

(e) as soon as reasonably practicable after any glass (including mirrors) in its Hotel Unit and the perimeter and the demising walls thereof is broken or cracked, including a so-called "bulls eye" break in the glass, replace such glass with glass of substantially the same kind and quality as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass and in the event such Hotel Unit Owner shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid, then the Board may replace the glass, if necessary, and repair or replace such frames on such Hotel Unit's behalf and the affected Hotel Unit Owner shall, within ten (10) days after the Board's demand therefor, pay to the Board the costs incurred by the Board in so doing; and

(f) install, over and adjacent to the areas used for cooking or baking the proper exhaust hoods and equipment which will be equipped in an "ansul" or equal self-extinguishing fire control system, which shall be approved by the Board of Fire Underwriters for such use.

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 Declaration or these By-Laws, the Board may perform or cause to be performed such maintenance, repair or replacement unless such Unit Owner, within 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 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 1.5% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner. The Hotel Unit Owner (or the Hotel Manager

on the Hotel Unit Owner's behalf) shall have the right, in its sole and absolute discretion, acting as and through the Board, to take such actions as are permitted to be taken by the Board under this section 6.6.5, in which event, any amounts owed by a defaulting Unit Owner to the Hotel Unit Owner (or the Hotel Manager) acting as and through the Board shall be payable to the Hotel Unit Owner (or the Hotel Manager) and shall be deemed Common Charges hereunder for purposes of enforcement of the obligation of the applicable Unit Owner to make such payment to the Board or the Hotel Unit Owner (or Hotel Manager), as the case may be.

6.7 Alterations of Penthouse Units.

6.7.1 Except as otherwise provided in the Declaration or these By-Laws:

(a) No Penthouse Unit Owner (other than Sponsor or its designee as the owner of Unsold Units) shall make any alterations, additions, installations, improvements, replacements or repairs (all of the foregoing being, collectively, "Alterations") in or to its Unit, 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 Penthouse Unit Owner to execute an agreement (the "Alteration Agreement"), in form and substance satisfactory to the Board, setting forth the terms and conditions under which such Alteration may be made. Any Penthouse 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 a Penthouse 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 Penthouse Unit in question) and all Alterations to any Penthouse 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 Penthouse 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.

(d) All alterations to any Penthouse Unit shall be subject to the Alteration Agreement provided by the Board and the terms and provisions thereof.

6.7.2 All Alterations by a Unit Owner shall be performed:

(a) at the Unit Owner's sole cost and expense (which shall include, without limitation, 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); provided that the foregoing shall be subject, in all events, to the right of the Hotel Unit Owner to allocate a portion of the cost of Alterations being made to the Hotel Shared Components to the Condominium, in which event, such allocated portion of such costs shall be payable by the Penthouse Unit Owners as part of their Common Charges;

(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 Condominium Manager, the Hotel Manager and Sponsor as additional insureds, as the Board or the Condominium Manager may require and indemnifying the Board, all other Unit Owners and the Condominium Manager and Hotel Manager against any liability arising from the work;

(e) In the case of a Penthouse Unit**,** employing such architects, engineers, contractors, subcontractors, workers, suppliers and other laborers who are on the Board's or the Condominium Manager's then approved list, as such list may change from time to time, in the sole discretion of the Board or the Condominium; and

(f) in compliance with the Declaration, these By-Laws, the Rules and Regulations, the overall Building standards and all applicable laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities, including, without limitation, the requirements of the New York City Department of Buildings and the boards of fire underwriters having jurisdiction thereof, 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.

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 Penthouse Units, including, but not limited to:

(a) The Penthouse Unit Owner shall deposit with the Board an amount equal to ten (10%) percent of the cost of completion the Alterations submitted for the Board's approval;

(b) The Penthouse Unit Owner shall be required to complete any Alterations within a reasonable amount of time determined by the Board;

(c) The Penthouse Unit Owner shall obtain all necessary or required sign-offs 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 Penthouse Units 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 Penthouse 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 Penthouse 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 Condominium Manager, the Hotel Manager 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 law 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 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 law, 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. The Condominium Board shall require the Unit Owner performing Alterations to comply with Sponsor's requirements relating to such Alterations and any impact on the permanent certificate of occupancy. So long as a permanent certificate of occupancy is not yet obtained, the foregoing Unit Owner obligations shall continue notwithstanding that no Unsold Units remain. 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;

(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 Condominium Manager 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 15 days of Sponsor's written demand therefor.

Alterations to Hotel Unit. Subject in all events to the rights of Sponsor under section 6.7.7 above, the Hotel Unit Owner may make Alterations in or to its Hotel Unit (including, but not limited to, those portions of the Hotel Unit shown on the Floor Plans as "Hotel Unit Exterior" and the Hotel Shared Components) which, in each such case, comply with applicable Legal Requirements, without obtaining the approval of the Board. A Hotel Unit Owner will be granted reasonable access to all parts of the Building to which such Hotel Unit Owner reasonably requires access in order to perform any work or alterations desired by the Hotel Unit Owner thereof and permitted or required to be made by such Hotel Unit Owner hereunder. Without intending to limit the foregoing, the Hotel Unit Owner shall have the right to modify the Hotel Shared Easement Areas and the Hotel Shared Components from time to time without the consent of the Board or any Penthouse Unit Owner, neither of whom shall have the right to restrict the Hotel Unit Owner in this regard, provided that no modification to the Hotel Shared Easement Areas or the Hotel Shared Components shall materially and adversely affect any Penthouse Unit Owner's ability to access its Unit or any then existing shared amenity areas (subject, in all events, to the Hotel Unit Owner's right to modify the same), and provided further that the same complies with all Legal Requirements.

6.8 Alterations to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions or improvements in or to the Common Elements will be made by the Board; the costs of alterations, additions or improvements to the Common Elements will be charged to all Unit Owners as a Common Expense. 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, by the Mortgagee Representatives (hereinafter defined), if

any, appointed pursuant to the By-Laws, and by Sponsor's Lender for so long as Sponsor's Loan is outstanding 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.

6.9 Use of Penthouse Units. Except as otherwise herein and in the By-Laws expressly provided, the Penthouse Units may only be used for transient occupancy and for no other purpose and, in all events, subject to all applicable Legal Requirements and the terms of the Condominium Documents. In furtherance of the foregoing use restriction, no Penthouse Unit may be occupied by the Penthouse Unit Owner thereof or any other individuals in excess of 29 days within any 36-day period, or in excess of 120 days in the aggregate in any calendar year, and when not so occupied, each Penthouse Unit shall be available for rental as a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis. In no event shall any Penthouse Unit be used as part of or in furtherance of any Occupancy Plan (as hereinafter defined) or a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit, including, without limitation, as part of a travel club, "home share" platform such as AirBnB or Onefinestay, vacation rental platform such as VRBO, a swap or exchange company or any enterprise having similar attributes; provided, however, if, as and when, and only for so long as the Hotel Unit is being used by the Hotel Unit Owner thereof in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Hotel Unit as a transient hotel in the ordinary course shall not be considered "use…in furtherance of [an] Occupancy Plan"), the Penthouse Units may be so used on the same basis with the consent of the Board, in its sole discretion. As used herein, Occupancy Plan means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Penthouse Units under short-term, timeshare, fractional or shared ownership, interval exchange, vacation club, destination club, vacation membership, private membership club, private residence club, and points club products, programs and services (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other points accrual systems) or other membership plans, arrangements or forms of products, programs and services through which a participant in the plan or arrangement acquire a direct or indirect ownership interest, use or other rights 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).

Notwithstanding the foregoing or anything contained herein, in the Declaration or any Rules and Regulations to the contrary, subject to compliance with all Legal Requirements, Sponsor (and its designee) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Penthouse Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or

rental of the Penthouse Units. Additionally, notwithstanding anything contained herein to the contrary, Sponsor or its designee shall have the right, from time to time, to submit any Unsold Penthouse Unit (or any Units created from the subdivision of any other Unit) to an Occupancy Plan program, and among other things, to designate such units as a new class of Unit (e.g., fractional/timeshare ownership) and to amend the Condominium Documents and/or to create and record a fractional/timeshare ownership declaration with respect to such new classification of Units (including, among other things, by-laws and other related documents to address issues affecting only the administration and management of such Units and a plan of fraction/timeshare ownership with respect thereto); provided that, if the Unsold Penthouse Units are managed by a branded management company or otherwise subject to a Branded Name pursuant to Article 27 of the Declaration, no Unsold Penthouse Unit will be submitted to an Occupancy Plan without the prior written consent of such management company, which consent may be given or withheld in the management company's sole discretion. As used in the Condominium Documents, "Unsold Penthouse Unit" refers to any Penthouse Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designees as the holder of one or more Unsold Penthouse Unit(s); any Penthouse 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 Penthouse 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. "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 its designees 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.

The Condominium shall be operated as a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Penthouse Units and in all interior and exterior areas of the Hotel Unit and the Common Elements. Smoking shall only be permitted within designated smoking areas located at least 25 feet from the Building entries, outdoor air intakes and operable windows; appropriate signage will be installed and maintained at all entrances to indicate the aforementioned no-smoking policy. For avoidance of doubt, smoking of marijuana shall also be prohibited in the Building. Any violation of this policy by an occupant of a Penthouse Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Condominium Board under the Condominium By-Laws, including, without limitation, such fines and penalties as the Condominium Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Condominium Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

6.10 Use of Common Elements; Use of Adjacent Sidewalks.

6.10.1 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.

6.10.2 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.

6.10.3 Notwithstanding anything to the contrary contained herein, Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building (other than the Penthouse Units which are not owned by Sponsor, and subject to any rights of the Hotel Unit Owner in the Hotel Unit as set forth in the Condominium Declaration and By-Laws), for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units or otherwise).

6.11 Right of Access.

6.11.1 Each Unit Owner grants a right of access to its Unit to the Board, the Condominium Manager, the Hotel Unit Owner, the Hotel Manager and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in its Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Unit are made not less than one day in advance and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by tenants and occupants of the Hotel Unit or with the use of the other Units for their permitted purposes. Any right of access through the Hotel Unit granted herein shall require prior notice and approval to be made through the Hotel Manager. In case of an "emergency", as defined in subsection 6.6.5, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner or tenant is present.

6.11.2 Each Unit Owner grants a right of access to its Unit and the Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purpose of Sponsor complying with and fulfilling its obligations as set forth in the Offering Plan, Sponsor performing certain alterations and repairs in or about the Unsold Units, complying with and fulfilling each such party's obligations as set forth in the Offering Plan and other documents relating to the construction (including obligations relating to procuring a permanent certificate of occupancy for the Building), development and operation of the Property (including the Units therein), performing post-closing Penthouse Unit "punchlist" work, and exercising its other rights or performing its other obligations under the Plan, provided that access thereto shall be exercised by such party, with respect to any Unit in such a manner as

will not unreasonably interfere with the use of the Unit or the Common Elements for its or their permitted purposes. In connection with Sponsor's obligation to procure a permanent certificate of occupancy, the Condominium Board will in good faith cooperate and not interfere with Sponsor's efforts relating to the construction, development and operation of the Property. Sponsor and any successor Sponsor's rights under this Section shall continue (a) notwithstanding that no Unsold Units remain, (b) until the Building has been fully constructed and a permanent certificate of occupancy for the Building has been issued, and (c) until Sponsor has no remaining obligations under the Offering Plan or under any Agreement to purchase a Penthouse Unit under the Offering Plan (i.e., post-closing Penthouse Unit "punchlist" work) or otherwise.

6.12 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 Penthouse Units, the Common Elements and the Hotel Shared Components. The Board may from time to time modify, amend or add to such Rules and Regulations, except that (a) a Majority of Unit Owners (including both the Hotel Unit Owner and the Penthouse 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; (c) any such adoption, modification, amendment or addition which adversely affects the Hotel Unit shall require the consent of the Hotel Unit Owner; and (d) none of the Rules and Regulations relating to the Hotel Shared Components may be modified and no new Rule and Regulation relating to the Hotel Shared Components may be adopted without the express written consent of the Hotel Unit Owner (or the Hotel Manager on its behalf). 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 Hotel Unit Owner (or the Hotel Manager on its behalf) shall have the right, from time to time, to cause the Board to adopt Rules and Regulations with respect to the Hotel Shared Components, provided that the Hotel Unit Owner shall not be required to cause the Board to adopt new rules or regulations with respect thereto in order to enforce the same against a Penthouse Unit Owner so long as the Hotel Unit Owner puts the Penthouse Unit Owners on advance written notice of such rules and regulations with respect to the Hotel Shared Components. Any violation of the Rules and Regulations pertaining to the Hotel Shared Components shall be deemed a default under these Condominium By-Laws and the Hotel Unit Owner shall have the right acting as and through the Board to enforce the obligations of the Penthouse Unit Owner hereunder with respect thereto.

6.13 Real Estate Taxes, Water Charges and Sewer Rents.

6.13.1 Domestic Water and Sewer Rent. Water and sewer services for the Building shall be supplied by the City of New York or other utilities servicing the Property. Water and sewer charges for the Building shall be billed to the Hotel Unit Owner and paid by the Hotel Unit Owner directly to the utility, provided that a portion of the cost thereof shall be allocated to the Penthouse Units with respect to consumption in their Units as well as the Hotel Shared Components, and the cost thereof shall be included in the Condominium budget as a Hotel Shared Component Cost.

6.13.2 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 if Sponsor has paid such taxes) and allocate the cost thereof among all Units on the basis of percentage interest as set forth in Schedule B of the Declaration. 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. Such taxes and assessments will be paid in a timely manner so that no lien will be placed on the Condominium Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense.

6.13.3 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, assessments, charges and rents affecting such Owner's Unit to the date of the closing of title to such Unit.

6.13.4 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 Penthouse Units on behalf of and as agent for the respective Penthouse Unit Owners thereof, but only with respect to such Penthouse Units as to which the respective Unit Owners thereof have indemnified the Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Penthouse Unit Owners 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.

6.14 Electricity. Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or other public or private utility company/ies or supplier(s) designated by the Hotel Unit Owner (or the Hotel Manager on its behalf) and will be measured through one or more direct electric meters, as described below. Each Penthouse Unit Owner shall be required to pay bills for electricity consumed or used in its Unit directly to the Condominium Board, the Condominium Manager or the Hotel Unit Owner (or Hotel Manager on the Hotel Unit Owner's behalf), who will in turn make payment to the utility company. The Board shall have such rights with respect to collection as with Common Charges. Consumption of electricity with respect to the Hotel Shared Components will be calculated from the Building direct meter and allocated by the Hotel Unit Owner (or the Hotel Manager on its behalf) among the Penthouse Units in the aggregate and the Hotel Unit, and the same shall be part of the Hotel Shared Component Costs. Subject to the foregoing, the Hotel Unit Owner shall pay the cost for electricity consumed in its Unit directly to ConEd or other utility service provider.

6.15 Gas. Gas will be supplied by National Grid or other utility company/ies or supplier(s) from time to time serving the Property and billed through a dedicated gas utility

meter. The cost of gas consumed in the Building will be collectively metered and paid for by the Unit Owners as a Hotel Shared Component Cost.

6.16 Dispute as to Utilities 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.

6.17 Remedies for Violations of By-Laws or Rules and Regulations by Unit Owners.

6.17.1 The violation of any of the Rules and Regulations 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 or telegram) 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.

6.17.2 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.

6.18 Use of Hotel Unit. Subject to compliance with Legal Requirements, the Hotel Unit may be used and/or operated for any legally permitted purpose, including, without limitation, for hotel, retail, spa, conference, catering, restaurant, banking, commercial, office, storage and utility purposes (in each case, subject to all applicable laws). The Hotel Unit, or any portion of it, may not be used as a pornography store, massage parlor, drug treatment facility (provided that medical offices shall not be deemed to be prohibited) or homeless shelter. No income derived from any use of the Hotel Unit will constitute income to the Board or the Penthouse Unit Owners. For avoidance of doubt, the provisions of this section 6.18 shall apply to those spaces shown on the Floor Plans as "Hotel Unit Exterior" subject to section 8.4 of the Declaration.

6.19 Estoppel Certificates. The Hotel Unit Owner may request from the Board for the benefit of a prospective purchaser, lender, occupant, or otherwise, a statement: showing the amount of unpaid Common Charges pertaining to such Unit Owner; stating whether there exists any known default under the Declaration or these Condominium By-Laws, and if there are

known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these By-Laws, and stating whether the Declaration and these By-Laws are in full force and effect; and the Board shall provide such statement within ten (10) business days after request therefor. Any Permitted Mortgagee may request a similar statement with respect to a Unit upon which it holds a Permitted Mortgage of which the Board has been duly given notice, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Board may request a statement from the Hotel Unit Owner, that, except as may otherwise be specified, the Board is not in default under any of its obligations under the Declaration or these By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered hereunder shall act as a waiver of any claim between the addressee and the Board or party furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of fact to the contrary of those contained in the statement, and who has acted in reasonable reliance on the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Board to any liability for the negligent or inadvertent failure of the Board to disclose correct and/or relevant information; and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to Common Charges as provided for in the Condominium Documents, or to challenge acts committed by a Unit Owner for which approval by or consent of the Board was required but not sought or obtained. The Board shall be entitled to charge any party requesting such a statement a reasonable fee for preparing and rendering such statement.

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 Penthouse 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 Penthouse 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. The Hotel Unit Owner may mortgage its Unit(s) without any restriction or limitation.

7.2 Notice to Mortgagees.

7.2.1 Default and Unpaid Common Charges. The Board shall promptly report to the Permitted Mortgagee of a particular Unit any default in the payment of Common Charges with respect to that Unit or any other default by the Unit Owner of such Unit under any of the provisions of the Declaration or these By-Laws 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; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by its mortgagor, provided that the Board shall advise such Permitted Mortgagee of

the default promptly after discovering such failure. Sponsor's Lender shall be deemed a Permitted Mortgagee who has requested in writing a copy of such notice, without the need for any additional requests to the Board.

7.2.2 Material Casualty or Condemnation. The Board shall within ten (10) Business Days report to each Permitted Mortgagee any condemnation or casualty loss that affects (a) a material portion of the Property or (b) the Unit encumbered by such Permitted Mortgagee's mortgage; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such casualty or condemnation, provided that the Board shall advise such Permitted Mortgagee of such casualty or condemnation promptly after discovering such failure. Sponsor's Lender shall be deemed a Permitted Mortgagee who has requested in writing a copy of such notice, without the need for any additional requests to the Board.

7.2.3 Cancellation or Material Modification of Insurance Policy. The Board shall within ten (10) Business Days report to each Permitted Mortgagee any lapse, cancellation, or material modification of any insurance policy required to be held by the Board under these By-Laws; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such cancellation or material modification, provided that the Board shall advise such Permitted Mortgagee of such cancellation or material modification promptly after discovering such failure. Sponsor's Lender shall be deemed a Permitted Mortgagee who has requested in writing a copy of such notice, without the need for any additional requests to the Board.

7.2.4 Actions Requiring Consent of Mortgagee Representatives. The Board shall within ten (10) Business Days report to each Permitted Mortgagee any proposed action which requires the consent of any Mortgagee Representative or of any specified percentage of Permitted Mortgagees; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such proposed action, provided that the Board shall advise such Permitted Mortgagee of such proposed action promptly after discovering such failure. Sponsor's Lender shall be deemed a Permitted Mortgagee who has requested in writing a copy of such notice, without the need for any additional requests to the Board.

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.

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 Penthouse Units may, at their election, designate in writing to the Board one or more (but not more than three) representatives ("PHU Mortgagee Representatives"), which PHU Mortgagee Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Penthouse Units with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. The holders of Institutional Mortgages encumbering the Hotel Unit may, at their election, designate in writing to the Board the holder of the highest mortgage encumbering such Hotel Unit, or its designee, corporate or otherwise, as their representative (the "Hotel Mortgagee Representative"), which Hotel Mortgagee Representative shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering such Hotel Unit with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any PHU Mortgagee Representative or the Hotel Mortgagee Representative 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 Penthouse Units or the Hotel Unit, respectively, provided, however, that for so long as Sponsor's Loan is outstanding, any such act shall not become binding without the affirmative consent of Sponsor's Lender. 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. The PHU Mortgagee Representatives and Hotel Mortgagee Representative are sometimes referred to collectively herein as the "Mortgagee Representatives". For so long as Sponsor's Loan is outstanding, Sponsor's Lender is hereby designated a Mortgagee Representative, without the need for any further action or additional notice to the Board.

7.5.2 Any designation of an PHU Mortgagee Representative or Hotel Mortgagee Representative 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.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Sales and Leases of Units. No Unit Owner (other than Sponsor or its designee or the owner of any Unsold Units) may sell its Unit except by complying with the provisions of this Article 8 and, specifically, this Article 8.1. Subject to the terms of Section 8.7 hereof, each Penthouse Unit Owner may sell its Unit. Additionally, each Penthouse Unit Owner may rent its Penthouse Unit only in accordance with the provisions of these By-Laws, provided, however,

with respect to any rental of a Penthouse Unit, no Penthouse Unit may be occupied or used other than in compliance with the occupancy restrictions set forth herein and in the Declaration and the Zoning Resolution.

8.1.1 Subject to the terms of Section 8.8, any contract to sell a Penthouse Unit, together with its appurtenant Common Interest (the "Sale Agreement") 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 1185 Broadway Condominium and the Hotel Unit Owner of the Hotel Unit at 1185 Broadway Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the By-Laws of 1185 Broadway Condominium." (The Penthouse Unit Owner who has entered into a Sale Agreement is herein referred to as the "Offeree Unit Owner" and the prospective purchaser is herein referred to as the "Outside Offeror".)

(a) Promptly after a Sale Agreement has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Board and to the Hotel Unit Owner, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by fully completed application package, which the Offeree Unit Owner shall obtain from the Condominium Board (or the Condominium Manager on its behalf), together with a fully executed duplicate original of the Sale Agreement 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 and the Hotel Unit Owner shall constitute an offer by the Offeree Unit Owner to sell its Unit, together with its appurtenant Common Interest, to the Board, or its designee, (as the representative of all Unit Owners), and to the Hotel Unit Owner, or its designee, upon the same terms and conditions as contained in such Sale Agreement, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board (as the representative of all Unit Owners) and the Hotel Unit Owner, that such Sale Agreement 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 (or its designee) and/or the Hotel Unit Owner (or its designee) may reasonably request. Not later than 20 days after receipt of such information, the Board (or its designee) or the Hotel Unit Owner (or its designee) 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 20 day period to purchase such Unit, together with its appurtenant Common Interest, (or to cause the same to be purchased by its designee), upon the same terms and conditions as contained in the Sale Agreement, 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 and/or the Hotel Unit Owner's requests for information as provided above.

8.1.2 If the Board (or its designee) or the Hotel Unit Owner (or its designee) shall timely elect to purchase such Unit, together with its appurtenant Common Interest, or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Board or the Hotel Unit Owner, or their respective designees, as the case may be, in accordance with the terms of the Sale Agreement within 60 days after the giving of notice by the Board (or its designee) or the Hotel Unit Owner (or its designee), as the case may be, of its election to accept such offer. However, if the closing date of the purchase set forth in the Sale

Agreement shall be later than 60 days after the giving of notice by the Board (or its designee) or the Hotel Unit Owner (or its designee), as the case may be, of its election to accept the aforesaid offer, the Board (or its designee) or the Hotel Unit Owner (or its designee), as the case may be, shall be required to perform or cause to be performed all of the terms of the Sale Agreement 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 closing of title, and such closing of title shall be on the date set forth in the Sale Agreement as the intended closing date. If, pursuant to such Sale Agreement, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board (or its designee) or the Hotel Unit Owner (or its designee), as the case may be, 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) or the Hotel Unit Owner (or its designee), as applicable, 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) or the Hotel Unit Owner (or its designee), as the case may be, as of the closing date.

8.1.3 If the Board (or its designee) and the Hotel Unit Owner (or its designee) shall fail to accept such offer within 20 days after receipt of notice and all other documents and information to be provided under this Article 8, or if the Board and the Hotel Unit Owner each waive such election in writing within such 20 day period, the Offeree Unit Owner shall have until (a) an additional 60 days after the earlier of (i) the expiration of such 20 day period or (ii) the Board's and the Hotel Unit Owner's waiver in writing by the Board and the Hotel Unit Owner, as the case may be, or (b) such later date for closing provided in the Sale Agreement, to consummate the transaction set forth in the Sale Agreement. In the event the Offeree Unit Owner shall not, within such 60 day period (or by such later date for closing provided in the Sale Agreement), so consummate the transaction, or should the terms of the Sale Agreement 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 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 and the Hotel Unit Owner, as described in this Section 8.1.

8.1.6 Any purported sale of a Unit in violation of this Section 8.1 shall be voidable at the election of the Board and/or the Hotel Unit Owner and if the Board and/or the Hotel Unit Owner shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board and/or the Hotel Unit Owner to institute legal proceedings to eject the purported purchaser, in the name of such Unit Owner as the purported seller. Such Unit Owner shall reimburse the Board and/or the Hotel Unit Owner, as the case may be, 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 of a Unit in violation of this Section 8.1 release the Unit Owner who is the purported seller from any of its obligations under the Declaration or these By-Laws, whether or not such sale is voided by the Board.

8.1.7 Notwithstanding anything contained herein, the right of the Hotel Unit Owner (or its designee) to exercise its option to purchase a Penthouse Unit in accordance with this Section 8.1 of these By-Laws shall, in all events, take priority over the right of the Board (or its designee) to purchase said Unit.

8.1.8 A Penthouse Unit Owner other than Sponsor may make its Penthouse Unit available for rental for transient occupancy (and advertise such availability) only through: (i) a direct rental made by such Penthouse Unit Owner; (ii) a licensed rental agent who appears on the Hotel Unit Owner's list (which list may be kept by the Hotel Manager on the Hotel Unit Owner's behalf) of qualified agents that possesses the objective minimum quality standards as reasonably set forth by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) from time to time (the "Rental Agent Standards"); or (iii) a rental agent selected by the Penthouse Unit Owner and approved by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf), in its sole discretion which otherwise satisfies the Rental Agent Standards. Any rental agent qualifying under clauses (ii) and (iii) of the immediately preceding sentence shall be referred to herein as a "Qualified Broker". The Rental Agent Standards initially require that the rental agent: (a) be licensed and bonded in accordance with applicable law; (b) conduct their business commensurate with the Hotel Standard then in effect; (c) be sufficiently familiar with the Condominium and the Condominium Documents, including the Rules and Regulations annexed thereto to inform potential renters; and (d) satisfy such additional standards established by the Hotel Unit Owner from time to time. Upon request, the Hotel Unit Owner shall make available to the Penthouse Unit Owners, the Hotel Unit Owner's list of Qualified Brokers and/or the Rental Agent Standards in effect at a given time. Notwithstanding anything contained herein to the contrary, the Hotel Unit Owner or any entity designated by the Hotel Unit Owner shall at all times be deemed to be a Qualified Broker. Each Qualified Broker other than the Hotel Unit Owner or its designee will be required to provide evidence of insurance held by the Qualified Broker upon request by the Board (or Hotel Unit Owner or Hotel Manager, as applicable). Each Penthouse Unit Owner and its Qualified Broker, if applicable, must obtain all licenses and permits required under applicable law to conduct leasing activities for the Penthouse Unit Owner's Unit, and each Penthouse Unit Owner (or its Qualified Broker on its behalf) shall be responsible for collecting and remitting all taxes to the appropriate government authorities for all rental and leasing activity. The provisions of this paragraph shall not apply to Sponsor with respect to its Unsold Penthouse Units, provided that Sponsor shall, at all times, comply with applicable law in connection with the rental of Unsold Penthouse Units.

8.2 Consent of Unit Owners to Purchase 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 any Unit without the prior approval of a majority in interest of the Unit Owners. 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 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 and Hotel Unit Owner of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by each of the Board and the Hotel Unit Owner only in the manner provided in Section 8.5. In the event the Board and the Hotel Unit Owner shall each release or waive its right of first refusal as to any Unit, such Unit, together with its appurtenant Common Interest, may be sold and conveyed in accordance with the Sale Agreement and the other information supplied by the Offeree Unit Owner to the Board and the Hotel Unit Owner 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 Unit Owner (but not Sponsor or its designee) to the Board or the Condominium Manager.

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. Additionally, a certificate executed and acknowledged by the Hotel Unit Owner 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 Hotel Unit Owner and that, as a result thereof, the rights of the Hotel Unit Owner thereunder have terminated, shall be conclusive upon the Hotel Unit Owner 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 (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 law) other than the Unit to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest.

8.7 Exceptions. In addition to any other exceptions herein before set forth, the provisions of Section 8.1 shall not apply to the sale or conveyance of any Unit, together with its appurtenant Common Interest, by: (a) the Penthouse 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 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 50% or more of the legal and beneficial interest) of the Penthouse Unit Owner thereof or the owner of any controlling interest in a Penthouse 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 any lease, sale or conveyance of: (i) a Penthouse 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; or (ii) the Hotel Unit or any part thereof, together with its Common Interest.

8.8 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 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.

8.9 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.

8.10 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 Condominium Manager at least five business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts.

8.11 Mortgage of Units. Subject to Article 7 and Section 8.9, 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 $2,500,000, 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 borne and shared by all Unit Owners with respect to any taking of 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 75% or more of the Common Elements, in the aggregate, are so taken, such repairs or restorations shall not be made unless 75% 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 (i.e., Penthouse Unit and Hotel Unit) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Hotel Unit Owner, one of whom shall be selected by the Penthouse Unit Owners, and the third chosen by the other two appraisers selected); 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). Notwithstanding anything contained here, the Condominium shall not be terminated pursuant to this Article 9 without the affirmative vote of at least 51% of the PHU Mortgagee Representatives and the consent of Sponsor's Lender for so long as Sponsor's Loan is outstanding.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Board (or the Condominium Manager) 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, 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 these By-Laws or the Declaration, any arbitration provided for in these By-Laws or the Declaration ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereto, in accordance with its rules 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, any arbitrator shall be a real estate professional, having 10 or more years' experience in the field of Manhattan hotel and luxury condominiums. Notwithstanding the foregoing, any Arbitration held pursuant to the Declaration or these By-Laws with respect to a dispute which arose prior to the first annual meeting of Unit Owners, shall be non-binding. In the event that the American Arbitration Association shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one 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 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 or approval of Declarant or Sponsor is required under these By-Laws or the Declaration, such consent or approval shall not be required when there are no remaining Unsold Units, the Building has been fully completed, a permanent certificate of occupancy therefor has been issued and Declarant or Sponsor has no remaining obligations under the Offering Plan or otherwise.

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 January 1, 2004, 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 law.

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 Loan is outstanding, Sponsor shall have the right to designate Sponsor's Lender to serve as Insurance Trustee.

12.8 Successors and Assigns. The rights and 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 express consent of Sponsor or its designee, any transferee of two or more of the then Unsold Units. Subject to the foregoing, Sponsor or its designee shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests herein, whether by merger, consolidation, 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 requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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 10 days after request therefor, to take any action which such Unit Owner or other party is required to perform pursuant to these By-Laws, 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 BY-LAWS

13.1 Amendments by Unit Owners.

13.1.1 Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor (or its designee), any Unsold Units, the Hotel Unit or the Hotel Unit Owner or the Condominium Manager: (a) any provision of the Declaration, these By-Laws or the Rules and Regulations affecting only the Penthouse Units or the Penthouse Unit Owners may be amended, modified, added to or deleted

by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Penthouse 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 PHU Mortgagee Representative(s), if any; (b) any provision of the Declaration, these By-Laws or the Rules and Regulations affecting only the Hotel Unit or the Hotel Unit Owner (notwithstanding the fact that an amendment affecting an area of the Hotel Unit may serve or benefit the Penthouse Unit Owners, the same shall be deemed to affect only the Hotel Unit and the Hotel Unit Owner for purposes of this provision) may be amended, modified, added to or deleted by the affirmative vote of the Hotel Unit Owner (or 51% in number and in Common Interest of all Hotel Unit Owners in the event the Hotel Unit is subdivided); provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Hotel Mortgagee Representative, if any; (c) any provision of the Declaration, these By-Laws or the Rules and Regulations affecting the Common Elements, 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 same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the PHU Mortgagee Representative(s), if any, and the Hotel Mortgagee Representative, if any; and provided in each of the foregoing cases, however, that the permitted use(s) of a Unit or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration, with respect to any such amendments having a material adverse effect on Permitted Mortgagees, the same shall not be effective without (y) the express written consent of the Permitted Mortgagees of at least 51% of the affected Units which are encumbered by Permitted Mortgages, and (z) the express written consent of Sponsor's Lender for so long as Sponsor's Loan is outstanding. Notwithstanding anything to the contrary set forth herein, if and to the extent the approval or consent of the Permitted Mortgagees or Sponsor's Lender is required hereunder, such approval or consent shall be deemed given when a Permitted Mortgagee or Sponsor's Lender fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Notwithstanding anything contained in this Article 13 to the contrary, the Board shall have such rights to amend the Rules and Regulations as are provided in Section 6.12 hereof.

13.1.2 Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor (or its designee), any Unsold Units, the Hotel Unit or the Hotel Unit Owner, or the Hotel Manager or Condominium Manager, each duly adopted amendment, modification, addition or deletion to the Declaration and By-Laws, shall be executed by the Board, as attorney-in-fact, coupled with an interest, for the Penthouse Unit Owners, the Hotel Unit Owner or all Unit Owners, as the case may be, and the Board is hereby authorized by such Unit Owners so to 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 amendment, modification, addition to or deletion of the Declaration, these By-Laws or the Rules and Regulations 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 Penthouse Unit Owner or the Board to execute, and record in the City Register's Office and elsewhere, if required by law, an amendment 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 PHU Mortgagee Representative(s), if any, or Hotel Mortgagee Representative, if any.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Sections 6.1, 6.2.2 or 6.4, Article 7, or clauses (d) and (e) and the second sentence of Section 8.7 of these By-Laws shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

13.4 Amendments Affecting Hotel Unit.

13.4.1 If the number of rooms, the layout or the size of the Hotel Unit is changed and/or the percentage interest in the Common Elements appurtenant to such Hotel Unit is reapportioned (whether as a result of a subdivision or combination of such Hotel Unit or the alteration of boundary walls between subdivided portions of such Hotel Unit, or otherwise) among any newly created or constituted Hotel Units as a result thereof, then the Unit Owner of such Hotel Unit 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 law, an amendment to the Declaration (together with such other documents as such Hotel Unit Owner deems appropriate to effectuate the same) reflecting such change in the number of rooms, the layout or the size of such Hotel Unit and/or the subdivision or combination of Hotel Units and the reapportionment of the percentage interests in the Common Elements among such newly created or constituted Hotel Unit, all without the approval of the Board, any

other Unit Owners or the PHU Mortgagee Representatives or Hotel Mortgagee Representatives, if any.

13.4.2 Notwithstanding the foregoing, none of the Declaration, these By-Laws or the Rules and Regulations may be amended, modified or terminated in any manner which adversely affects the Hotel Unit or the Hotel Unit Owner without the consent of the Hotel Unit Owner.

13.5 Deemed Approval Provision. Notwithstanding anything to the contrary contained herein, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, these 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 provisions of this Section 13.5 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.

13.6 Consents of Sponsor and/or the Hotel Unit Owner. The provisions of: (a) this Article 13 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor or its designee for so long as Sponsor or its designee owns at least one Unsold Unit; and (b) Section 13.4.2 may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Hotel Unit Owner.

13.7 Amendments Affecting Condominium Manager. Notwithstanding anything contained herein to the contrary, none of the Declaration, these By-Laws or the Rules and Regulations may be amended, modified or terminated in any manner which would materially and adversely affect the Condominium Manager's ability to manage the Condominium or the applicable Common Elements without the prior written consent of the Condominium Manager.

ARTICLE 14

BASIC HOTEL SERVICES; ADDITIONAL SERVICES; HOTEL POLICIES

14.1 Basic Hotel Services. The Board may arrange for the Hotel Unit Owner (or in its discretion, the Hotel Manager on its behalf) to provide, from time to time, certain basic, on-site services to the Penthouse Unit Owners (the "Basic Hotel Services"), which Basic Hotel Services may include, but are not limited to: (a) front desk/reception service, check-in and check-out service and related procedures, and key service for Penthouse Unit Owners and their guests, including, issuance of keys to the Penthouse Units and managing reservations for use of the Penthouse Units, whether arranged by or on behalf of the Penthouse Unit Owner and in whatever

manner; and/or (b) concierge service, bell service and mail service; and (c) basic cable television service, telephone service and internet service.

Any Basic Hotel Services shall be provided in accordance with the Hotel Standard. The foregoing provisions of this Article 14.1 shall not be interpreted to require the Hotel Unit Owner (or the Hotel Manager) to provide any Basic Hotel Services to the Penthouse Unit Owners. Further, the types of Basic Hotel Services provided may be modified, expanded or suspended from time to time in the discretion of the Hotel Unit Owner (or the Hotel Manager on its behalf). The costs associated with the Basic Hotel Services shall be determined by the Hotel Unit Owner and included in the Hotel Shared Components Budget as a Hotel Shared Component Cost, allocated solely to the Penthouse Unit Owners on the basis of Common Interest.

14.2 Additional Services. Additionally, the Board may arrange with the Hotel Unit Owner (or in its discretion, the Hotel Manager on its behalf), to provide in the Hotel Unit Owner's discretion (or the Hotel Manager's discretion, as the case may be), certain "additional services" to the Penthouse Unit Owners, which may include, but are not limited to, housekeeping services and maintenance and repair services, under separate services agreements between the Hotel Unit Owner or the Hotel Manager, as the case may be, and each Penthouse Unit Owner. The costs incurred under any such services agreements (including the cost of the service and the cost of the billing therefor) will be billed directly to, and paid for, by each Penthouse Unit Owner (the "Additional Service Fees"). At the request of the Hotel Unit Owner or the Hotel Manager, as the case may be, and upon the agreement of the Board, the Board shall have the right to assess and bill each Penthouse Unit Owner on the Hotel Unit Owner or Hotel Manager's behalf, as the case may be, for the Additional Service Fees owed by a Penthouse Unit Owner to the Hotel Unit Owner or the Hotel Manager, as the case may be, in which event the Additional Service Fees shall be deemed to be Common Charges under the Condominium Documents for purposes of the Board's ability to enforce payment thereof, including, but not limited to, placing a lien on a Penthouse Unit in the event a Penthouse Unit Owner fails to make payment of the Additional Service Fees as and when due.

14.3 Hotel Policies. The Board may adopt from time to time, or in the event the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services or Additional Services to the Penthouse Unit Owners, the Hotel Unit Owner (or the Hotel Manager on its behalf) may adopt from time to time, policies (the "Hotel Policies") applicable to the Penthouse Unit Owners with respect to Basic Hotel Services and Additional Services and/or the use and occupancy of their Penthouse Units by either the Penthouse Unit Owner or its guests or transient tenants, including, but not limited to:

(a) Penthouse Unit Owners and their guests or transient occupants of the Penthouse Unit Owner's Unit may be required to check in at the Hotel front desk upon arrival and to present photo identification and a credit card to be held on file for the duration of their stay. If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may impose an administrative fee applicable each time a guest or a transient tenant occupies a Penthouse Unit in order to cover administrative expenses, such as reservations, arrivals, departures, credit card transactions and accounting related expenses associated with each stay.

(b) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Penthouse Unit Owners may be required to provide to the Hotel Manager advanced, written notice (within a timeframe dictated by the Hotel Manager from time to time) that a Penthouse Unit Owner or its guests or a transient occupant of a Penthouse Unit intends to occupy the Penthouse Unit, including the full name, address and telephone number of the proposed occupant, the intended length of such stay, the rental rate, credit card information and the like as the Hotel Manager may request.

(c) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or the Hotel Manager, as the case may be, may adopt from time to time policies regarding access, including, without limitation, establishing a mandatory card key system. Any access key may be changed periodically by the Hotel Unit Owner or Hotel Manager, in its sole discretion, to maintain access control and prevent unauthorized use of the Penthouse Unit. The Hotel Unit Owner may require that all keys be maintained by the Hotel Manager and may prohibit each Penthouse Unit Owner from altering, modifying or removing any electronic locking devices or other types of locking devices.

(d) If the Hotel Unit Owner (or the Hotel Manager) provides Basic Hotel Services, the Hotel Unit Owner or Hotel Manager may require that any Penthouse Unit Owner keep on file with Hotel Manager a current credit card, with such minimum level of available credit as Hotel Manager may require from time to time, to be used for charges incurred by the Penthouse Unit Owner in connection with its occupancy and ownership of its Penthouse Unit.

(e) Outside vendors servicing Penthouse Units may be required to provide, among other things, the following to Hotel Manager at or prior to arrival on the Property: (i) certificates of insurance compliant with the requirements of the Hotel Manager from time to time; (ii) a copy of any occupational license held by such vendor in connection with the work being performed at the Property; and (iii) valid photo identification. Penthouse Unit Owners may be required to provide advanced written notice to the Hotel Manager that an outside vendor will be on Property and to keep a list of outside vendors for its Unit on file with the Hotel Manager. Outside vendors may be required to abide by other rules and regulations while on Property which may include, checking in and out with a designated representative of the Hotel Manager and entering and exiting the property through specially designated areas of the Hotel. The Hotel Unit Owner (or the Hotel Manager on its behalf) reserves the right to limit any outside vendors entering the Building to only those on a previously approved list of outside vendors developed by the Hotel Unit Owner (or the Hotel Manager on its behalf) from time to time and/or those approved on a case-by-case basis by the Hotel Unit Owner (or the Hotel Manager on the Hotel Unit Owner's behalf) in its sole discretion.

(f) Hotel Manager may require Penthouse Unit Owners to have their Units professionally cleaned on a regular basis in order to ensure the Units are maintained at the Hotel Standard. The Hotel Manager may require that all cleaning staff (a) provide a certificate of insurance compliant with the requirements of the Hotel Manager from time to time; and (b) be well groomed, in a company uniform that clearly identifies their company name (shorts, jeans, tank top shirts and workout clothing may not be permitted). Cleaning staff will not be permitted

to use any hotel products, amenities, supplies or equipment in connection with their cleaning of such Penthouse Units.

Any violation of the Hotel Policies by a Penthouse Unit Owner shall be deemed a default under these Condominium By-Laws and the Hotel Unit Owner or the Hotel Manager, in addition to the Board, shall have the right acting as and through the Board to enforce the obligations of the Penthouse Unit Owner hereunder with respect thereto.

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EXHIBIT A

RULES AND REGULATIONS OF 1185 BROADWAY CONDOMINIUM APPLICABLE TO PENTHOUSE UNIT OWNERS

These Rules and Regulations shall apply equally to all Penthouse Unit Owners and all persons whose presence within the Condominium is approved by or is at the request of a Penthouse Unit Owner, including, without limitation, the respective employees, agents, contractors, subcontractors, family, guests, invitees, licensees and concessionaires of the Penthouse Unit Owners (each a "Permitted User") and do not purport to constitute all of the restrictions affecting the Condominium.

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 Penthouse 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 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 Penthouse Units of the Building.

3. Neither occupants of the Penthouse Units 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 Penthouse Unit Owner in any manner.

5. Each Penthouse Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards, except for the window limit stop installed by Sponsor shall be used in or about any Unit, unless otherwise required by applicable Legal Requirements and as approved by the Board. However, each Penthouse Unit Owner shall notify the Condominium Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. The Penthouse Unit Owner shall maintain all window guards and window limit stops installed in the Unit and shall not remove the same, and shall at all times comply with Legal Requirements pertaining thereto. In order to promote a consistent appearance of the Building from the outside, Penthouse Unit Owners may install and maintain window treatment materials, where appropriate,

provided that such materials have a neutral-colored backing and otherwise conform to any specifications (including a new color) established from time to time by the Hotel Unit Owner (or the Hotel Manager on its behalf). The Hotel Unit Owner (or the Hotel Manager on its behalf) has the right to change or add to the specifications for the window treatments and backings.

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 Declaration or the By-Laws; nor shall anything be projected from any window of any Penthouse Unit.

8. No heat, ventilator or air conditioning device shall be installed in any Penthouse Unit; 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, 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. Penthouse Unit Owners or occupants of a Unit (including children) will be subject to a fine of $50 per person each time they or their guests are found in the lobby with a bicycle, scooter or tricycle or wearing rollerblades.

11. No Penthouse 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. No Penthouse 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 midnight and the following 7:00 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, or by the Hotel Unit Owner.

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 Penthouse Unit without the same in each instance having been expressly permitted in writing by the Condominium Board and such consent, if given, shall be revocable by the Condominium Board in its sole discretion, at any time, with or without cause. Any pet constituting a nuisance shall be permanently removed from the Building within one (1) week after notice from the Condominium Board. In no event shall there be maintained in any Penthouse Unit more than two (2) pets without the consent of the Condominium Board, which may be granted or denied in the sole discretion of the Condominium Board, nor shall any bird, reptile, or animal be permitted in any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Notwithstanding anything contained herein to the contrary, Sponsor shall have the right to grant, at any time, on behalf of the Condominium Board, to any Penthouse Unit Owner, an irrevocable consent, in order to allow such Unit Owner to keep one (1) or more pet(s) of any kind in its Unit.

13. Service personnel, messengers and tradespeople visiting the Building may be required to use the service elevator for ingress and egress, and shall not use the passenger elevator for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use the passengers elevator when accompanying the Unit Owner, guest or tenant.

14. No refuse shall be removed from the Units except at such times and in such manner as the Hotel Unit Owner (or the Hotel Manager, on its behalf) may direct.

15. 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.

16. No occupant of the Building shall send any employee of the Building or of the Condominium Manager or Hotel Manager out of the Building on any private business.

17. The agents of the Board or the Condominium 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.

18. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

19. 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.

20. 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 Condominium 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 Condominium Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. Nothing shall be done or kept in any Penthouse 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 law. No waste shall be committed in the Common Elements.

22. 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 or the Hotel Manager 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 or the Hotel Manager 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 law 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 Condominium Managing Agent shall determine.

23. Penthouse 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.

24. Penthouse 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.

25. All firearms are banned from the Building. No Penthouse 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.

26. 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 or by the Hotel Unit Owner (or Hotel Manager on its behalf), as the case may be. Further, any such consent or approval may, in the discretion of the Board (or the Condominium Manager) or the Hotel Unit (or the Hotel Manager), be conditional in nature.

27. 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.

28. Horseplay, ball playing, running or objectionable behavior (such as the use of loud boisterous, obscene or offensive language) is prohibited in any of the amenity areas.

29. Waterbeds and any other furniture items that must be filled with water as well as aquariums with a capacity in excess of 30 gallons are strictly prohibited within

any Penthouse Unit. Unit Owners and Permitted Users shall immediately report all water leaks to the Condominium Manager (other than those for which the Penthouse Unit Owner is obviously responsible pursuant to the Condominium By-Laws and which are contained within the applicable Penthouse Unit).

30. As required by the applicable public safety agencies, certain emergency facilities and other access mechanisms may be installed in each of the Units. No Unit Owner or Permitted User may tamper with, modify or remove its Unit or any other portion of the Condominium from such system. Such system may include, but is not limited to, special master locks that may be opened by one master key, emergency power panels or override switches, stairwell emergency placards, fire resistant doors and/or windows. If the front door hardware of a Unit requires replacement, the Unit Owner will notify the Condominium Manager to confirm the new replacement lock is compatible with the Condominium's master key system.

31. Violations of these Rules and Regulations will result in a fine in an amount to be determined by the Board or the Hotel Unit Owner (or the Hotel Manager on its behalf) and charged by the Board on the applicable party's behalf 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 a suspension or revoking of a Penthouse Unit Owner's privilege to use the various Building amenities by the Board or the Hotel Unit Owner (or Hotel Manager on its behalf).

EXHIBIT 8
CERTIFICATIONS

8A Sponsor and Principals

8B Sponsor's Engineer (or Architect)

8C Sponsor's Expert Concerning
Adequacy of Budget

8D Sponsor's Expert Concerning
Adequacy of Common Charges
Payable by the Hotel Unit
Owner

A-1

Certification by Sponsor and Sponsor's Principals.

EXHIBIT A-1

RP1185 LLC
c/o Flag Luxury Group, LLC
70 East 55th Street, 23rd Floor
New York, New York 10022

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO SECTION 20.4(b) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

9 21, 2020

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

Re: Ritz-Carlton New York NoMad Residences

1185 Broadway Condominium
1185 Broadway, New York, New York 10001

The undersigned certify as follows:

We are the sponsor and the principals of the sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for complying 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:

1. set forth the detailed terms of the transaction and be complete, current and accurate;

2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

3. not omit any material fact;

4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

7. 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.

RP1185 LLC

By: _____
Name: Paul Kanavos
Title: Authorized Signatory

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on 9/21, 2020.

Sworn to before me this
21st day of September, 2020

_____
Notary Public

DANIEL RIVERA
Notary Public, State of New York
No. 01RI6364415
Qualified in New York County
Commission Expires September 11, 2021

_____
Paul Kanavos

Sworn to before me this
21st day of September, 2020

_____
Notary Public

DANIEL RIVERA
Notary Public, State of New York
No. 01RI6364415
Qualified in New York County
Commission Expires September 11, 2021

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on 9/21, 2020.

_____
Dayssi Olarte De Kanavos

Sworn to before me this
21st day of September, 2020

_____
Notary Public

DANIEL RIVERA
Notary Public, State of New York
No. 01RI6364415
Qualified in New York County
Commission Expires September 11, 2021

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on 9/21, 2020.

_____
Adam Raboy

Sworn to before me this
21st day of September, 2020

_____
Notary Public

DANIEL RIVERA
Notary Public, State of New York
No. 01RI6364415
Qualified in New York County
Commission Expires September 11, 2021

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on 9-21, 2020.

EXHIBIT A-2

Rafael Vinoly Architects PC
375 Pearl Street, Fl. 31
New York, New York 10038

CERTIFICATION OF SPONSOR'S ARCHITECT
PURSUANT TO SECTION 20.4(c) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

May 6, 2021

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

Re: Ritz-Carlton New York NoMad Residences
1185 Broadway Condominium
1185 Broadway, New York, New York 10001

The undersigned, a licensed architect in the State of New York, hereby certifies as follows:

The sponsor of the condominium offering plan for the captioned property (the "Property") retained our firm to prepare a report describing the construction of the Property (the "Report"). We have examined the building plans and specifications, initially dated as of December 11, 2015, as revised (latest revision dated December 9, 2020), that were prepared by our office and initially approved by the Department of Buildings on October 22, 2018, together with approved revisions (latest revision approved February 11, 2021), and prepared the Report, dated as of May 6, 2021, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

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 the construction, provided the 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 the construction, provided that the construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

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.

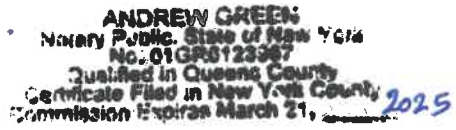
RAFAEL VINOLY ARCHITECTS PC

By: _____
Name: Jay Bargmann
Title: Senior Vice President



Sworn to before me this
06 day of May, 2021

Andrew Green
Notary Public



I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on May 6, 2021.

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF CONDOMINIUM BUDGET PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

May 11th, 2021

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

Re: Ritz-Carlton New York NoMad Residences
1185 Broadway Condominium
1185 Broadway, New York, New York 10001

The sponsor of the condominium offering plan for the above captioned property has retained me to prepare Schedules B and C (together with the notes thereto, "Schedules B and C") to the offering plan, as amended, containing projections of income and expenses of the Condominium for the fiscal year October 1, 2021 through September 30, 2022, the projected first year of condominium operation.

My relevant experience in the field includes: management of the operation of comparable condominium and mixed use projects in New York, and other resort locations in the United States for over 25 years both at the site level and in the corporate offices of Marriott and Ritz-Carlton as well as experience as an independent consultant preparing budgets and allocation schedules for condominium residential and mixed use projects for Marriott, Ritz-Carlton, Four Seasons, Starwood, 1 Hotels, Viceroy and various developers.

I understand I am 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 C.

I have reviewed Schedules B and C and investigated the facts set forth in Schedules B and C and the facts underlying them with due diligence in order to form a basis for this certification. I also have relied on my experience in managing mixed use hospitality projects, preparation of budgets for various developers and extensive work with developers' experts on this and other projects.

I certify that the projections in Schedules B and C appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium for the projected first year of condominium operation.

I certify that Schedules B and C:

(i) set forth in detail the projection of income and expenses for the projected first year of condominium operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

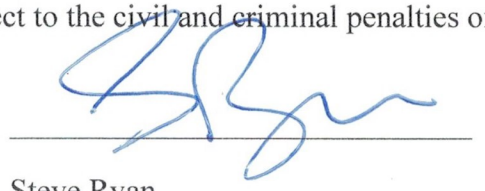
(v) do not contain any fraud, deception, concealment, or suppression;

(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.

I further certify that I am not an employee of or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the projected 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. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.



Steve Ryan

Sworn to before me this
___ day of _____ 2021

_____
Notary Public

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on May 11th, 2021.

Exhibit A-4

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE HOTEL UNIT OWNER PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

May 11th, 2021

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

Re: Ritz-Carlton New York NoMad Residences
1185 Broadway Condominium
1185 Broadway, New York, New York 10001

The sponsor of the condominium offering plan for the above captioned property has retained the me to review Schedule B (together with the notes thereto, the "Schedule") to the offering plan, as amended, containing projections of common charges payable by the Hotel Unit Owner in the Condominium for the fiscal year October 1, 2021 through September 30, 2022, the projected first year of condominium operation.

My relevant experience in the field includes: management of the operation of comparable condominium and mixed use projects in New York, and other resort locations in the United States for over 25 years both at the site level and in the corporate offices of Marriott and Ritz-Carlton as well as experience as an independent consultant preparing budgets and allocation schedules for condominium residential and mixed use projects for Marriott, Ritz-Carlton, Four Seasons, Starwood, 1 Hotels, Viceroy and various developers.

I understand I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Hotel Unit listed in Schedule B.

I have reviewed the Schedule as it impacts upon the Hotel Unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing mixed use hospitality projects, preparation of budgets for various developers and extensive work with developers' experts on this and other projects.

I certify that the projections in Schedule B for common charges payable by the owner of the Hotel Unit appears reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the Hotel Unit also reflects the special or exclusive use or availability or exclusive control of particular common areas.

I certify that the estimates in the Schedule for the common charges payable by the owners of the Hotel Unit:

(i) set forth in detail the projected common charges for the Hotel Unit for the projected first year of condominium operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Hotel Unit during the projected first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

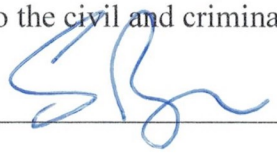
(v) do not contain any fraud, deception, concealment, or suppression;

(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 I: (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.

I further certify that I am not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Hotel Unit for the projected 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. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.



Steve Ryan

Sworn to before me this
___ day of _____ 2021

_____
Notary Public

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on May 11th, 2021.

EXHIBIT 9

REAL PROPERTY LAW SECTION 339-kk

§ *339-kk Real Prop.* 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 has 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.