CONDOMINIUM OFFERING PLAN

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET
NEW YORK, NEW YORK 10010
(NEW YORK COUNTY)

SIX (6) RESIDENTIAL UNITS	**$20,720,000**
***ONE (1) COMMERCIAL UNIT**	**$ 250,000**
TOTAL OFFERING PRICE	**$20,970,000**

* Sponsor intends to sell the Commercial Unit to the Condominium.

SPONSOR:

TWENTY-FIRST LOFTS, LLC
90 Greene Street, #4
New York, New York 10012

SELLING AGENT:

COMPASS
110 Fifth Avenue, 3rd Floor
New York, New York 10011

DATE OF ACCEPTANCE FOR FILING: _____, 2022

THIS OFFERING PLAN MAY NOT BE USED AFTER _____, 2023
UNLESS THIS OFFERING PLAN IS EXTENDED BY AMENDMENT.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

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

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

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SPECIAL RISKS

The special risks summarized below are explained more fully in other Sections of this Plan. Prospective Purchasers should therefore read the entire Plan to completely understand these and other material aspects of this offering. See the Section of the Plan entitled "Definitions" for the meanings of the capitalized words used in this Section and not defined herein.

1. No Financing Contingency

A Purchaser's obligations under the Purchase Agreement will not be conditioned upon his obtaining financing. Thus, the failure to obtain financing will not relieve a Purchaser from his obligations under the Purchase Agreement, and if such Purchaser fails to pay the balance of the Purchase Price to Sponsor on or prior to the Closing Date and any such default is not cured within a thirty (30) day period after written notice thereof with TIME BEING OF THE ESSENCE, Sponsor may cancel the Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Unit ordered by the Purchaser. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or the cost of such financing. Any payments received in excess of such sums together with any interest earned on such excess, will be refunded to Purchaser within a reasonable time after cancellation. Please consult the Sections of the Plan entitled **"Procedure to Purchase"** and **"Closing of Title to Units and Terms of Sale"** and the form of Purchase Agreement set forth in Part II of the Plan.

The Sponsor is not making any representations or warranties regarding the availability or cost of financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the apartments in the building or group of buildings, which, in some cases, may be as high as 70%. Some lenders will not provide financing in a building of fewer than ten apartments. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Please consult the Sections of the Plan entitled **"Procedure to Purchase"** and **"Closing of Title to Units and Terms of Sale"** and the form of Purchase Agreement set forth in Part II of the Plan.

2. Sponsor's Remedies on Purchaser's Default under the Purchase Agreement; "Time of the Essence"

Any Purchaser who defaults under his Purchase Agreement must be given written notice and the opportunity to cure such default within thirty (30) days from the sending of the default notice. If a defaulting Purchaser does not remedy the default within such thirty (30) day period, with **TIME BEING OF THE ESSENCE**, Sponsor will have the right to cancel such defaulting Purchaser's Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Unit ordered by Purchaser. This means that, should a Purchaser fail to close on the date required in his Purchase Agreement, and fails to close within thirty (30) days after the Sponsor sends a default notice to such Purchaser, the Purchaser may forfeit to the Sponsor his Down Payment, plus any interest earned on the Down Payment, plus the costs incurred by the Sponsor of doing any special work in the Unit requested by the Purchaser to the Sponsor. Purchaser and Sponsor will thereupon be relieved of all further liabilities and obligations thereunder and under the Plan. If the Purchase Agreement is cancelled, Sponsor has the right to sell the Unit to others as if the Purchase Agreement had never been made, without accounting to the Purchaser for the proceeds of such sale.

A Purchaser's time to perform its obligations under the Purchase Agreement also may be tolled during the tolling period. Notwithstanding anything in this Plan or the Purchase Agreement to the contrary, the Purchaser has the same tolling rights as the Sponsor, and Sponsor cannot limit any rights which a Purchaser may have pursuant to 13 NYCRR Part 20 (the regulations of the Attorney General of the State of New York governing this Plan), applicable provisions of the General Business Law, including but not limited to Article 23, and this Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order.

Purchasers are advised that executing a **Purchase Agreement** that includes the foregoing provisions may delay the closing of the Purchaser's contracted-for **U**nit and may limit the Purchaser's remedies for any such delay in the closing date. Purchasers are also advised that their obligations to perform under the Purchase Agreement may also be tolled. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any tolling rights Purchasers may have, and any risks associated with executing a **Purchase Agreement** containing the foregoing provision prior to executing the **Purchase Agreement.**

See the Sections of the Plan entitled **"Closing of Title to Units and Terms of Sale"** and **"Procedure to Purchase,"** and the form of Purchase Agreement set forth in Part II of the Plan.

3. Purchaser's Closing Costs

Each Purchaser shall pay a closing fee of $3,000.00 per Unit to Sponsor's counsel, Cozen O'Connor; if, however, the Purchaser does not close on the date designated for the transfer of title to his/her Unit and such closing must be adjourned to a subsequent date, the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00, as well as an additional fee in the amount of $500.00 for each default letter that Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00; if the closing takes place out of the office of Sponsor's attorney at the request of Purchaser, then an

additional closing fee of $500.00 payable to Sponsor's counsel, will be paid by the Purchaser; if the Purchaser participates in a tax deferred exchange pursuant to Internal Revenue Code 1031 (which participation cannot occur without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00; and finally, if Purchaser obtains mortgage financing, then Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00. In addition, if through no fault of Sponsor, a Purchaser shall fail to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will: (a) pay (among other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date (provided that such late fee shall at no time exceed the maximum legal interest rate), and (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay. Purchasers shall also be responsible for the payment of an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest appurtenant to all Units (excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. All of these and other closing costs to be paid by a Purchaser are described in the Section of the Plan entitled **"Unit Closing Costs and Adjustments."**

4. Purchaser's Payment of Transfer Taxes

At the closing of title to his Unit, each Purchaser will be required to pay New York City Real Property Transfer Tax (the "NYC RPT Tax") and New York State Real Estate Transfer Tax (the "NYS RET Tax"). These transfer taxes are normally a seller's obligation, but this obligation is being transferred to Purchasers by virtue of this Plan. Effective July 1, 2021, New York State amended Section 1404 of the Tax Law eliminating the requirement that consideration be increased when computing NYS RET Tax, the Mansion Tax and the Supplemental Mansion Tax (as those terms are defined below) when the NYS RET Tax is paid by the grantee (i.e., the purchaser) in connection with the conveyance of, among other things, an individual residential condominium unit (or an interest therein). Under the amended law, the grantee (i.e., the purchaser) may only be required to pay the NYS RET Tax when so provided in a contract between grantor (i.e., the seller) or grantee. Purchasers are advised that the amended law does not address the increase in consideration for the NYS RET Tax when the grantee (i.e., the purchaser) pays the NYC RPT Tax for the grantor (i.e., the seller) or the "gross up" of consideration for the NYC RPT Tax when the NYS RET Tax and/or the NYC RPT Tax payable by the grantor (i.e., the seller) is paid by the grantee (i.e., the purchaser).

The New York City Real Property Transfer Tax is currently imposed at a rate of 1.00% of the Purchase Price for an individual residential condominium unit if the Purchase Price is $500,000 (but when paid by the purchaser, the rate is approximately 1.01% since the shifting of the obligation to the purchaser is considered additional consideration) or less and 1.425% if the Purchase Price is more than $500,000 (but when paid by the purchaser, the rate is approximately 1.445% since the shifting of the obligation to the purchaser is considered additional consideration). The New York State Real Estate Transfer Tax is currently imposed at a rate of 0.4% of the Purchase Price for an individual residential condominium unit if the Purchase Price is less than $3,000,000 and 0.65% if the Purchase Price is $3,000,000 or more.

In addition to the foregoing, (a) if the purchase price for an individual residential condominium unit is $1,000,000 or more, a Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "**Mansion Tax**," which is currently imposed at a rate of 1.0% of the Purchase Price an individual residential condominium unit; and (b) if the purchase price for an individual residential condominium unit is $2,000,000 or more, Purchaser shall also be obligated to pay the New York State Supplemental Tax pursuant to Article 31 of the Tax Law, referred to herein as the "**Supplemental Tax**," which is currently imposed at the following rates:

Consideration Amount	Supplemental Tax Rate
$2,000,000 to $2,999,999	0.25%
$3,000,000 to $4,999,999	0.50%
$5,000,000 to $9,999,999	1.25%
$10,000,000 to $14,999,999	2.25%
$15,000,000 to $19,999,999	2.50%
$20,000,000 to $24,999,999	2.75%
$25,000,000 and above	2.90%

Accordingly, the total amount of Mansion Tax and Supplemental Tax payable by the Purchaser of a Residential Unit will be assessed at a rate that is the aggregate of the applicable Mansion Tax and the Supplemental Tax rates. In addition, the "additional consideration" discussed above must be included in computing the purchase price of the Unit for purposes of calculating the Mansion Tax and the Supplemental Tax.

Please see the Section of the Plan entitled **"Unit Closing Costs and Adjustments,"** as well as the form of Purchase Agreement set forth in Part II of the Plan.

5. Bank Account for Down Payment is Federally Insured to $250,000 only

Each Down Payment will be kept in a segregated attorney's special escrow account at Sterling National Bank, 25 West 45th Street, New York, New York 10036 (the **"Bank").** The Bank is covered by Federal Bank Insurance Deposit insurance to a maximum of $250,000 (under current law) in the aggregate with respect to all funds deposited by any person in one or more deposit accounts. If a Purchaser's Down Payment, together with any other funds of such Purchaser in deposit accounts at the Bank, exceed $250,000 (under current law), the excess above $250,000 (under current law) will not be federally insured. Neither Sponsor, the Selling Agent nor the Escrow Agent holding the Down Payment will be liable for any losses resulting from the failure of the Bank. See the Section of the Plan entitled **"Procedure to Purchase"** and the form of Purchase Agreement set forth in Part II of the Plan.

6. Sponsor's Abandonment of the Plan and Inability to Convey Title

Sponsor may, in its sole discretion, abandon the Plan for any reason before it is declared effective or before Sponsor obtains valid and binding Purchase Agreements for eighty percent (80%) of the Units. If the Plan is withdrawn or abandoned, all Purchasers in good standing will be sent written notices thereof and within five (5) days after an amendment abandoning the Plan is filed with the Department of Law, all Down Payments paid to Sponsor pursuant to Purchase Agreements then in effect, together with any interest earned thereon, and any additional sums

advanced by Purchasers in connection with custom work including upgrades and/or extras (regardless of whether any such sums have been expended), will be returned to Purchasers in good standing. However, with respect to any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period, or whose Purchase Agreement had been canceled previously due to such Purchaser's default, Sponsor will retain as liquidated damages the Liquidated Sum (referred to in the section of the Plan entitled "Procedure to Purchaser; Events of Default"). Upon the return of the Down Payment or retention of the Liquidated Sum, as the case may be, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. In the even the Plan is abandoned, Sponsor will promptly submit an amendment to the Department of Law reflecting such abandonment or file a notice of abandonment on Form RS-3 or such other form as the Department of Law may then require, explaining the reason for the abandonment and the disposition of the funds received. Notwithstanding the fact that not all Purchasers used for the purposes of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of first Unit closing, regardless of whether the Declaration has been recorded.

Sponsor may not abandon the Plan after effectiveness for any reason other than: (i) a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount; (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount; or (iii) the taking of any material portion of the property by condemnation or eminent domain. See the Section of the Plan entitled **"Effective Date"**.

7. Sponsor Control

Sponsor will control the Condominium Board until the expiration of the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Residential Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Residential Units, or (ii) the fifth anniversary of the First Unit Closing (the "**Initial Control Period**"). Commencing with the first election of Managers held following the expiration of the Initial Control Period, and at all elections thereafter, the Sponsor or its designee will be permitted to designate a minimum number of representatives on the Condominium Board based on varying degrees of Unit ownership by the Sponsor or its designee. In addition to such designation rights, the Sponsor or its designee will also have the right to vote the Common Interest attributable to all Units owned by the Sponsor or its designee with regard to the election of members of the Condominium Board other than the representatives so designated by the Sponsor or its designee.

As long as Sponsor or any Sponsor Successor continues to own at least one Residential Unit during the five years following the First Unit Closing, the Condominium Board will not be permitted, without the prior written consent of Sponsor or any Sponsor Successor to:

a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless required by Applicable Law;

b) increase the number or change the type of employees from that described in the First Year Budget;

c) enter into any service or maintenance contracts for Work not covered in the First Year Budget;

d) borrow money on behalf of the Condominium; or

e) exercise a right of first refusal to purchase or lease a Unit.

Notwithstanding the foregoing, neither Sponsor nor any Sponsor Successor may exercise a veto over expenditures which: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; (ii) are required to comply with Applicable Law, including expenditures required to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Condominium Board to remedy. In addition, Sponsor cannot limit its financial obligations so as to not pay any portion of the amounts budgeted in the First Year Budget, because every Unit Owner, including Sponsor, is obligated to pay its share of the budget. See the Sections of the Plan entitled **"Control by Sponsor"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws."**

8. No Security for Performance

Sponsor has not furnished any bond or other security for the performance of its obligations under this Plan. See the Sections of the Plan entitled **"Control by Sponsor"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws."**

9. Restrictions on Sale and Leasing of Units

EACH UNIT OWNER MAY SELL OR LEASE HIS UNIT BUT ONLY AFTER THE UNIT OWNER SHALL GIVE THE CONDOMINIUM BOARD PRIOR WRITTEN NOTICE OF HIS INTENTION TO DO SO, ACCOMPANIED BY A FULLY EXECUTED COPY OF THE CONTRACT OF SALE OR LEASE, CONTAINING ALL OF THE TERMS OFFERED IN GOOD FAITH BY THE PROSPECTIVE PURCHASER OR LESSEE. THE CONDOMINIUM BOARD, ON BEHALF OF ALL UNIT OWNERS, WILL HAVE THE EXCLUSIVE RIGHT TO ELECT, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THE NOTICE OF SALE OR LEASE, TO PURCHASE OR LEASE THE UNIT ON THE SAME TERMS SET FORTH IN THE CONTRACT OR LEASE, AS MORE SPECIFICALLY SET FORTH IN THE BY-LAWS. If the Condominium Board does not notify the Unit Owner of its election to purchase or lease the Unit within the aforementioned time period, the Unit Owner will have thirty (30) days after the expiration of the twenty-day period to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to the notice. After the expiration of such thirty (30) day period, the Unit Owner will again be required to offer the Unit to the Condominium Board as provided above.

The foregoing restrictions upon the sale and lease of Units will not apply to any sale or lease: (i) by an Unit Owner by gift, will or intestacy; (ii) by Sponsor or any Sponsor Successor (but Sponsor may only lease an Unsold Unit after the first Unit Closing); or (iii) by or to a mortgagee in foreclosure or by deed in lieu of foreclosure. In each of the foregoing instances, the Unit Owner (or mortgagee, as the case may be) will be free to sell or lease without first offering to sell or lease to the Condominium Board.

Each contract of sale, and lease, for a Unit must include a provision that subjects

such contract of sale, or lease, to the Condominium Board's right of first refusal, except with regard to Units that are exempt from such right of first refusal. See the Section of the Plan entitled "**Rights and Obligations of Unit Owners**."

10. Occupancy of Units by Renters

Sponsor intends, and will endeavor in good faith, to sell all of the Units. However, after consummation of this Plan, Sponsor and any Sponsor Successor may, from time to time, freely and without condition, rent any Unsold Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Condominium Board or any other Unit Owner. The Property is currently encumbered by a mortgage in favor of First Republic Bank in the aggregate principal amount of $4,850,000.00 (the "**Mortgage**"). The Mortgage does not place any limit on Sponsor's right to rent rather than sell Units (with or without the consent of any mortgagee). Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective, articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that Sponsor may find it more desirable to continue to rent one or more Units rather than to sell them. As a result, there is no commitment by Sponsor to, and it is conceivable (although unlikely) that Sponsor will not, sell more than the minimum 15% of the Units (i.e., at least two Units) necessary to declare the Plan effective, and that owner-occupants may never gain effective control and management of the Condominium.

As a result of the foregoing, some (and possibly many) of the Units may be occupied by renters and not Unit Owners. The occupancy of Units by renters instead of Unit Owners may limit or impair a Purchaser's ability to obtain financing or refinancing (see Special Risk 1 above in this Section), depending on the number of owner-occupied Units and the requirements of lenders at the time. A Purchaser's ability to resell his Unit may similarly be limited or impaired if at such time many lenders have a higher minimum requirement of owner-occupied Units than may then exist in the Building.

The By-Laws of the Condominium do not include a provision that, after the Initial Control Period, a majority of the Condominium's Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners (including Sponsor or any Sponsor Successor) may have inherent conflicts on how the Condominium should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment). See the Sections of the Plan entitled "**Control by Sponsor"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws."**

11. Potential Net Credit to Sponsor on Closing Adjustments

As more fully disclosed in the Section of the Plan entitled **"Closing Adjustments with Condominium Board,"** closing adjustments could result in a net credit owed from the Condominium Board to the Sponsor, which net credit could be paid to the Sponsor at the time of the First Unit Closing from the Working Capital Fund.

12. Potential Income Tax Liability of Condominium;
Income Tax Deductions to Unit Owners

Under Section 528 of the Internal Revenue Code, the Condominium Board will be eligible to elect for the Condominium to be exempt from Federal income tax on Common Charges collected from the Unit Owners, since the requirements of Section 528 appear to be satisfied by this Condominium. Purchasers should note that, if the Condominium Board fails to make such election under Section 528, no monies have been set aside for possible taxes arising therefrom.

On December 22, 2017, the Tax Cuts and Jobs Act (the "**Act**") was signed into law, pursuant to which the ability of owners of residential condominium units to take income tax deductions (including deductions for real property taxes and qualified home mortgage interest) is affected and subject to different conditions and limitations from those in effect prior to the enactment of the Act.

See the section of the Plan entitled "**Income Tax Deductions to Unit Owners/Tax Status of Condominium."**

13. Condition of Property

The Building was built in or about 1909, and is now over 100 years old. As such, portions of the Building and its components and systems are showing signs of age. All work contemplated by Sponsor has been completed and signed off upon by the Department of Buildings as part of the issuance of the Building's Final Certificate of Occupancy dated January 22, 2010.

As set forth in the **"Description of Property and Building Condition"** in Part II of the Plan, no waterproofing membrane is provided for the foundation walls and slab. A waterproofing membrane would decrease the likelihood of water leakage in the cellar; however, the existing concrete foundation walls do not show any evidence of water penetration in the cellar.

H.A. Bader Consultants, Inc., having an address at 130 West 25th Street, Suite 4A, New York, NY 10001, conducted asbestos testing at the Building on December 23, 2021, and issued a report of its findings on January 25, 2022 (the "**Asbestos Report**"). A copy of the Asbestos Report is included as an exhibit to the "**Description of Property and Building Condition**" in Part II of the Plan. Fireproofing and insulating materials that were tested were gypsum wall board (drywall), joint compound associated with the drywall, plaster, spray-on fireproofing applied to structural steel, and thermal pipe insulation. No material had a content of asbestos greater than 1%, therefore no material was identified as being an Asbestos Containing Material. Three plaster samples in the public rear stair hall showed less than 1% asbestos, which is known as traces of asbestos. The plaster is in acceptable condition, is not subject to disturbance, and no action is required as per the Asbestos Report. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for, lead paint.

Additionally, Winton Group Architecture, having an address at 4 Hager Street, East

Brunswick, New Jersey 08816, inspected the building pursuant to Local Law 11/98. Its Façade Inspection Safety Program Report issued on October 6, 2020 ("FISP Report") is included as an exhibit to the "**Description of Property and Building Condition**" in Part II of the Plan. NYC Local Law 11/98 Façade Inspection Safety Program ("**FISP**") requires buildings higher than six (6) stories to have exterior walls and appurtenances inspected every five years, and a technical façade report must be filed with the New York City Department of Buildings ("**DOB**"). The most recent FISP inspection at the Building was completed under Cycle 9c on September 9, 2020. The façade, parapets, window frames, air conditioning units, decorative metal fascia over the main entrance and flag posts of the Building were inspected. The FISP Report classified the Building as SAFE, which means no repair or maintenance is required to sustain the structural integrity of the exterior building, and it will not become unsafe during the next five years. As such, no repairs are required. A TR6 inspection report was filed with the DOB on October 29, 2020, #TR6-914767-9C-I1. Cycle 10c, the next FISP inspection, must be completed at the Building between February 21, 2027 and February 21, 2029.

The Property is located in a densely populated area. Exterior noise levels are consistent with those of an urban area, and will be audible inside residential Units.

As set forth in the **"Description of Property and Building Condition"** in Part II of the Plan, Sponsor's architect expresses no opinion as to whether any anticipated reserve fund or working capital fund to be established by Sponsor will be sufficient to pay for major capital improvements or replacements which are reasonably foreseeable within the first five years following the First Closing. If such fund is not sufficient therefor, Unit Owners of the Condominium will have to fund any such improvements and replacements themselves, either through increases in common charges, assessments, or some other means.

14. Usable Area of Units

Units will consist of the area measured: (i) horizontally by (a) the exterior face of the brickwork constituting the exterior walls of the Building bounding such Unit, (b) the exterior face of walls (other than the aforesaid exterior walls) separating such Unit from Common Elements (if any), and (c) the centerline of walls separating such Unit from other Units and (ii) vertically by the underside of the Unit's finished flooring and the exposed face of the concrete ceiling or the unexposed side of the Unit's drywall ceiling, where applicable. Since the measurements are from the exterior of the Units, the measurements include area that is not useable, including wall cavity space, columns, load bearing partitions and mechanical pipes and chases (whether along the perimeter or within the Unit). The Unit measurements are not based upon measurements from interior surfaces of interior walls; the actual area comprising a Unit is significantly less than the area listed in Schedule A. All measurements stated in approximations are within reasonable tolerances. A decrease in a Unit's interior square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of interior square footage or less is not material. **See "Schedule A and Footnotes."**

15. Operating Expenses

Common Charges will be assessed against the Units in proportion to their respective Common Interest, except as otherwise determined by the Condominium Board in accordance with the

Condominium Act, Sections 339-(i) and (m). For Common Expenses for which the Commercial Unit Owner does not contribute an amount proportionate to its Common Interest, the Residential Unit Owners shall share in the payment of such amounts in proportion to their respective share of Common Interest relative to only the Residential Units. In any event, the Common Charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit. See **"Rights and Obligations of Unit Owners."**

16. Closing Delays

Sponsor anticipates that the First Unit Closing will occur by January 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing, or (ii) the projected date of the First Unit Closing, occurs later than December 31, 2023, which is one year after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, Purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than one year beyond that amended, later date. However, even if the First Unit Closing occurs before December 31, 2023, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside Closing Date, Sponsor shall not be obligated to schedule the Closing within any specified timeframe or to ensure that the Closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD, THEREFORE, CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See **"Procedure to Purchase."**

17. Interim Leases and Failure to Close and Vacate

As more fully set forth in the section of the Plan entitled **"Interim Leases,"** the Sponsor reserves the right to rent or lease vacant Units to Purchasers at any time, both before and after the First Unit Closing, and to non-Purchasers following the First Unit Closing. The form of Interim Lease is set forth in Part II of this Plan. The term of each such Interim Lease shall expire on the earliest to occur of: (i) the date of closing of title to the Unit covered by such Interim Lease; (ii) the date fixed in the Interim Lease for the expiration of the term; (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit; or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as may be provided therein. In the event that an Interim Lease is terminated for a reason other than the closing of title to him/her of such Unit, Purchaser-tenant shall become obligated to pay to the Sponsor liquidated damages in the amount of $500 per diem for each day after the expiration of the occupancy period set forth in the Interim Lease that he/she shall remain in possession. In addition, the form of Interim Lease provides (in its paragraph 6(i)) that each such Purchaser-tenant agrees and consents to the entry of a judgment of possession and the issuance forthwith of a warrant of eviction, in accordance with, and subject to, Applicable Law. A Purchaser who takes possession prior to closing assumes the risk of losses not covered by insurance. See **"Interim Lease,"** below, and form of Interim Lease set forth in Part II, below.

18. FinCEN Geographic Targeting Order

Regulations adopted by the United States Department of the Treasury Financial Crimes Enforcement Network require that U.S. title insurance companies report the personal

identity of purchasers in residential real estate transactions in which: (1) the purchaser is a legal entity as defined in the regulations; (2) the purchaser purchases residential real property located in the Boroughs of Bronx, Brooklyn, Queens, Manhattan, and Staten Island; (3) the total purchase price is in in the amount of $300,000 or more; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency. Prospective Purchasers are advised to contact their title insurance companies for additional information to determine whether their purchase of a Unit will be a Covered Transaction contemplated by the Order. Sponsor shall have no obligation whatsoever in connection with satisfying any requirements with respect to the regulations, and Purchaser shall be solely responsible for all costs or delays in connection with complying with the regulations.

19. Delay in Collection of Common Charges

Sponsor reserves the right to delay the commencement of collection of Common Charges until the earlier to occur of: (i) one year after the First Unit Closing, or (ii) the date upon which closings shall have occurred for Units having an aggregate Common Interest of not less than FIFTY PERCENT (50%). During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments . Such expenses shall not include individual Unit Owner expenses such as real estate taxes and utility charges. Upon the commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event that Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing amendment to this Plan. Such amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges, and will disclose such fact in the next following amendment to this Plan. See the Section of the Plan entitled **"Rights and Obligations of Sponsor."**

20. No Resident Superintendent

The Condominium will not have a full-time resident superintendent. Such lack may cause occasional delay in the making of repairs or replacements in and to, and otherwise servicing the needs of, the Building and its residents. In the absence of a resident superintendent, such services will be provided by a service contractor. In the event that the Condominium shall subsequently directly hire a superintendent or other similar employee, such employment would require an increase in the budgeted expenses from those reflected in Schedule B, and, consequently, a concomitant increase in Common Charges payable with regard to the Units. It is currently unknown what the wages of any such potential future employee would be. All building services, with the exception of each Unit owner being responsible for taking the trash out of their own Unit, shall be completed by the part-time super intendent/porter.

21. Non-Smoking Policy

Smoking (including hookahs, "vapes," "e-cigs" and similar devices) is prohibited in

all indoor areas of the Building (including within all Units) and in all outdoor areas of the Building (including all yards and terraces). See section of the Plan entitled **"Rights and Obligations of Unit Owners."**

22. Real Estate Taxes

The projected real estate taxes for the first year of operation contained in Schedule A are based on an assessment of the Building after rehabilitation is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after rehabilitation is complete. See Footnote 9 to Schedule A for more information regarding the projected assessed valuation after completion of rehabilitation. In addition, the projected real estate taxes do not consider the effect of the COVID-19 Coronavirus pandemic, and it is unknown how the pandemic will affect assessed values going forward.

23. Refunds of Custom Work Costs

In the event of rescission of a Purchase Agreement, a Purchaser will not receive a refund of any custom work costs to the extent that they have been expended by Sponsor. In the event of abandonment or withdrawal of this Plan by Sponsor, a Purchaser will receive a full refund of all custom work costs. See the Sections of the Plan entitled **"Procedure to Purchase"** and **"Effective Date."**

24. Cellar Spaces

The portion of the cellar space that forms a part of Residential Unit 1 is habitable and may be used for sleeping, dining or any other habitable purpose consistent with the Certificate of Occupancy. The remaining portion of the Cellar (i.e., any portion thereof that is not part of Residential Unit 1) is uninhabitable and may not be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building. See the Section of the Plan entitled **"Introduction"** for more information.

25. The Commercial Unit

Sponsor intends to sell the Commercial Unit to the Condominium Board no later than the first anniversary of the First Closing. The projected date of the sale of the Commercial Unit is on or around March 1, 2023. However, the date of such sale is not guaranteed other than such sale must occur no later than the first anniversary of the First Unit Closing.

The Condominium Board shall then own the Commercial Unit on behalf of the Unit Owners and will use the same in a manner consistent with Applicable Law and with the Condominium's Declaration and By-laws. The Commercial Unit shall be treated as a Common Element.

The purchase price for the Commercial Unit will be $250,000.00 (not including approximately $15,000 of closing costs, which will be paid from the Condominium's Working Capital account). With respect to such Commercial Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Condominium Board an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest

appurtenant to all Units (excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. See **"Footnotes to Schedule A"** for more information.

The Condominium Board will pay all of the same closing costs to purchase the Commercial Unit as any other Purchaser would pay to purchase a Residential Unit under this Plan. The closing costs for the Commercial Unit will be paid from the initial Working Capital Fund to be established out of payments made on account thereof by Purchasers at the closings of the purchase of the Residential Units. To the extent any such closing costs are advanced by Sponsor, the Condominium Board shall use subsequent contributions to the Working Capital Fund to promptly reimburse Sponsor for all such amounts.

Sponsor reserves the right at any time following the first anniversary of the First Closing to cause the Condominium Board to borrow funds sufficient to pay Sponsor the aggregate amount of the then unpaid portion of the purchase price for the Commercial Unit. Any mortgage given by the Board in respect of such loan shall be secured solely by the Commercial Unit and shall not constitute or cause any lien to be placed on any other Unit. In such circumstances, however, the additional Common Charges necessary to pay the principal and interest under such mortgage and note shall be allocated exclusively to the Residential Units in proportion to the Common Interest appurtenant to all Residential Units (i.e., all Units excluding the Commercial Unit).

In the event the Condominium Board defaults under such note and mortgage, including, but not limited to a default resulting from the Condominium Board's failure to pay the balance of the purchase money note due at maturity, the lender may foreclose on the Commercial Unit and, if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium may no longer own the Commercial Unit and, accordingly, the income generated thereby may no longer be available to reduce the Common Charges payable by the Residential Unit Owners.

On August 1, 2022, the Sponsor entered into a five (5) year lease of the Commercial Unit with 3 COFFEE ROASTERS LLC, as tenant ("Commercial Unit Lease"). The rental income of the Commercial Unit is $4,700 per month. The Commercial Unit Lease is fully assignable to the Condominium Board. However, until the Commercial Unit is sold to the Condominium Board, the Sponsor is retaining ownership of the Commercial Unit and all income derived from the Commercial Unit Lease will be payable to the Sponsor and be applied towards Sponsor's carrying costs associated with Commercial Unit (e.g., common charges and real estate taxes. Once the Condominium Board owns the Commercial Unit, such income will be utilized as additional income to the Condominium for the benefit of the Residential Units, thereby reducing their responsibility for expenses and the Common Charges payable thereby. Upon the sale of the Commercial Unit, the Plan will be amended and a new budget will be provided.

The Commercial Unit may be used for any lawful non-residential purpose that does not involve the preparation of food that would require exterior ventilation, provided such use is in compliance with applicable zoning and other governmental regulations and does not violate the then existing Certificate of Occupancy covering such Commercial Unit, and the Commercial Unit may be subdivided into any lawful configuration, including, but not limited for the use of the space for retail or

offices (subject to the terms of the Condominium Declaration and By-Laws). See the section of the Plan entitled **"Commercial Unit"** for further details.

After the closing of the sale of the Commercial Unit to the Condominium Board, the carrying costs associated with the Commercial Unit (e.g., common charges and real estate taxes) will be included in the Common Charges payable by the Residential Unit Owners, which amounts will be based on the "Percentage of Net Common Interest" set forth in Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. (The "Percentage of Net Common Interest" does not include an allocation of Common Interest to the Commercial Unit). Prior to the sale of the Commercial Unit, Sponsor will be responsible for payment of the real estate taxes and common charges in connection with the Commercial Unit.

See the Section of the Plan entitled **"Schedule B – Budget for First Year of Condominium Operation"** for details regarding the costs of owning and operating the Commercial Unit.

26. Excess Development Rights

The Property includes approximately 10,000 square feet of unused development rights ("Excess Development Rights"), which are commonly known as "air rights." The amount of Excess Development Rights is subject to change depending on the zoning regulation(s) then in effect when such rights are utilized or conveyed. The Excess Development Rights are being reserved by Sponsor. It is unlikely that the Excess Development Rights will be usable for the enlargement of the Building or any Unit therein. Other than the Excess Development Rights, the Building cannot be expanded or may be limited. See the Section of the Plan entitled **"Reservation of Excess Developmental Rights"** for more information.

27. Lead-Based Paint Disclosure

The United States Department of Housing and Urban Development, and the New York City Department of Health, have recently enacted various Applicable Laws that require, respectively: (i) disclosure by Sponsor of information and reports in its possession regarding the presence of lead-based paint at the Property, and (ii) under certain circumstances, periodic inspections of Units by the Condominium and/or Unit Owners, and, under certain circumstances, remediation and repair of areas on which lead-based paint is present and/or may be deteriorated. Prospective Purchasers are urged to review such Applicable Laws in order to determine the effect that any such Applicable Laws may have on such prospective Purchaser's purchase and/or ownership of a Unit.

It is the opinion of the Sponsor that such Applicable Laws with regard to lead-based paint apply to the Property.

Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included in Part II of this Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements

contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for, lead paint.

Sponsor has no knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards at the Property. However, Sponsor did not conduct any due diligence regarding the presence of lead paint in the Building. Sponsor believes (but does not warrant) that, as part of its renovation of the Property, it has already removed all paint from apartments that could have contained lead. Any knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards that hereafter become known or available to Sponsor will be disclosed to each prospective Purchaser under the Plan as and to the extent required by the Regulations, but need not be disclosed in an amendment to this Plan. See the section of the Plan entitled "**Sponsor's Statement of Building Condition**."

28. No Warranty by Sponsor Other than Sponsor's Obligations set forth in the Plan

All Units offered pursuant to this Plan will be built and furnished only to the level described in the Plan. Sponsor will not have any obligation to perform any other work or make any other repairs or alterations, other than Sponsor's obligations to construct the Building in accordance with all applicable codes and the plans and specifications filed with the DOB and to make any corrections or repairs to the Unit noted on each Purchaser's Inspection Statement so that the level of finish is consistent with the level described in the Plan. Any conflict between any disclaimers set forth in this Plan and the Sponsor's obligation to construct the Building in accordance with all applicable codes and the plans and specifications filed with the DOB shall be resolved in favor of the latter. The Units will be sold "as is." Except as set forth in the Plan, Sponsor does not guarantee the materials, equipment, fixtures, workmanship or any other aspect of the Units, Common Elements or Limited Common Elements. Prospective Purchasers are advised that Article 36-B of the New York General Business Law ("**Housing Merchant Implied Warranty Law**") does not apply to this offering. See the section of the Plan entitled "**Rights and Obligations of Sponsor**" for further details.

29. Limited Common Elements are Uninhabitable

The Limited Common Elements appurtenant to any Unit, including, without limitation, any balconies, decks, roof decks, patios, terraces, porches, yards and/or gardens, are uninhabitable and may not legally be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building. See **"Footnotes to Schedule A"** for more information.

31. Notices.

Any notice, request, letter, consent or other communication hereunder shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of Purchaser's Purchase Agreement, and to Sponsor at 90 Greene Street, #4, New York, New York 10012, with a copy to Leni Morrison Cummins, Esq., Cozen O'Connor, 3 WTC, 175 Greenwich Street – 55th Floor, New York, NY 10007 in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand

delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication.

32. Building Located in Historic District

The Building is located within the Ladies Mile Historic District as designated by the New York City Landmarks Preservation Commission ("LPC"). Consequently, the ability of the Condominium, or of the individual Unit Owners, to effect changes to the exterior of the Building shall be subject to having to obtain the prior consent of the LPC, and, therefore, such ability may be restricted. See the section of the Plan entitled "**Location and Area Information**" for further details.

33. Pets

No bird, reptile or other animal shall be permitted to be harbored in any Unit without the prior written consent of the Condominium in each instance, except as may be otherwise provided in the By-Laws or Rules and Regulations promulgated thereunder. Any consent so granted shall be revocable at any time by the Condominium. No bird, reptile or other animal shall be permitted in any Common Element of the Building unless carried or on a leash. No pigeons or other birds or other animals may be fed from the window sills, patios, terraces, or other public portions of the Property, or on the sidewalk or street adjacent to the Property. The foregoing restrictions shall not apply to Units owned by Sponsor. See the section of the Plan entitled "**Rights and Obligations of Unit Owners**" for further details.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. THE ESTIMATED CLOSING COSTS, EXPENSES AND ADJUSTMENTS TO BE BORNE BY EACH PURCHASER ARE SET FORTH BELOW. SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH COSTS, WHICH ARE ESTIMATES AND WHICH ARE SUBJECT TO CHANGE. NO REPRESENTATION OR WARRANTY IS MADE THAT LAWS CURRENTLY IN EFFECT WILL REMAIN IN EFFECT OR UNCHANGED.

INTRODUCTION

Purpose of the Plan

TWENTY-FIRST LOFTS, LLC ("**Sponsor**"), presents this offering plan (the "**Plan**") for the sale of condominium units in the building that Sponsor is renovating at 29 West 21st Street, New York, New York (the **"Building")**, and the parcel of land on which it is situated (such parcel of land and the Building being collectively referred to as the "**Property**").

The purpose of the Plan is to set forth all of the material terms of the offer to present the Property for sale under condominium ownership.

The Plan is presented in two parts, which together constitute the entire Plan. Part I sets forth a description of the material terms of the offer and Part II contains, among other things, the basic documents necessary to effectuate the provisions of the Plan and a description of the Property.

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York (the "**Department of Law**"), with an office at 28 Liberty Street, New York, New York 10005. Amendments will be served on all Unit Owners, purchasers, contract vendees and offerees as defined in Part 20 of the Regulations promulgated by the Attorney General in Title 13 NYCRR, by either personal delivery or certified mail.

The Building

The Building is completed and the Department of Buildings has issued the Building's Final Certificate of Occupancy dated January 22, 2010. The Building consists of seven stories and a cellar. Six residential Units and one Commercial Unit will be on the cellar through seventh floors. The portion of Residential Unit 1 located in the cellar of the Building is habitable and may be used for sleeping, dining or any other habitable purpose consistent with the Certificate of Occupancy. The remaining portion of the Cellar (i.e., any portion thereof that is not part of Residential Unit 1) is uninhabitable and may not be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building.

The Building is located within the Ladies Mile Historic District as designated by the LPC. Consequently, the ability of the Condominium, or of the individual Unit Owners, to effect changes to the exterior of the Building shall be subject to having to obtain the prior consent of the LPC, and, therefore, such ability may be restricted. See the section of the Plan entitled "**Location and Area Information**" for further details.

The Condominium

The Condominium will be known as "THE IRON LOFTS CONDOMINIUM." The Condominium will be organized to comply with and will be subject to Article 9-B of the Real Property Law of the State of New York, as amended (the **"Condominium Act**").

The Sponsor

Sponsor is a New York limited liability company with an office at 90 Greene Street, #4, New York, New York 10012. Sponsor was formed on June 21, 2007, and Sponsor acquired fee title to the Property by deed dated August 6, 2007 and recorded on August 14, 2007 as CRFN 2007000418595. Prior to the submission of this Plan, the Property was used as a mixed use rental building.

The Offer

Sponsor hereby offers a total of six (6) residential units (the **"Residential Units"**) for sale under the Plan. All of the Residential Units are being offered vacant. The initial prices and estimated Common Charges for each of the Residential Units are set forth in the Section of the Plan entitled **"Offering Prices and Related Information, Schedule A" ("Schedule A"**). 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. The Condominium also includes a Commercial Unit which is not being offered pursuant to this Plan, insofar as Sponsor intends to convey said Commercial Unit to the Condominium Board (as described elsewhere in this Plan).

Features of Condominium Ownership

Ownership of a Residential Unit is similar in many respects to ownership of a private home. The owner of each Residential Unit (the **"Unit Owner")** owns fee title to his/her/its Residential Unit and is entitled to the exclusive possession thereof. In addition, each Unit Owner also owns, in common with every other Unit Owner, an undivided percentage interest in all parts of the Property other than the Units themselves (the **"Common Elements").** Residential Unit 1 will have the exclusive use of the rear English basement garden; and Unit PH will have exclusive use of the private rooftop terraces (each of such yard and terraces shall be deemed **"Limited Common Elements"** of the Condominium appurtenant to such respective Residential Units). Although each such Limited Common Element is reserved for the exclusive use of the designated Residential Unit to which it is appurtenant, all Limited Common Elements are part of the Common Elements in which all Unit Owners have undivided interests, and they are not part of the space within any Unit, which is owned exclusively by the Unit Owner, and they are uninhabitable and may not be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building.

There are no major fixtures, equipment or appliances (such as refrigerator, stove, plumbing fixtures, kitchen cabinets or partition walls) in a Residential Unit that are described in the Plan that are not included in the offering price for such Residential Unit.

The undivided percentage of each Unit in the Common Elements (the **"Common Interest"**) has been determined upon the basis of each Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Real Property Law section 339-i(1)(iv), and are based upon each Unit's floor space, subject to the location of such Unit and the additional factors of relative value to other Units 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 Units equals one hundred percent (100%). Each Unit's Common Interest is listed in Schedule A. Each Unit Owner must pay common charges proportionate to the Common Interest allocated to his Unit, pursuant to Real Property Law section 339-i, but subject to exceptions set forth in Real Property Law section 339-m, and further pursuant to 13 NYCRR Part 20.

The authority to manage the Condominium is vested in the Condominium's Board of Managers (the **"Condominium Board"**), the members of which are elected by vote of the Unit Owners in accordance with their respective Common Interests (with the exception of the Sponsor or its designee, which will maintain certain control beyond that to which it would be entitled as an ordinary function of its ownership interest). Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations of the Condominium, and any other requirements lawfully imposed by the Condominium Board. See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws."**

The Sponsor is obligated to defend any actions, suits or proceedings arising from Sponsor's acts or omissions, and to indemnify the Condominium, the Condominium Board and the Unit Owners with regard thereto.

The Condominium Board will, from time to time, assess all Unit Owners, in proportion to the respective Common Interests of their Units (but, as provided in Real Property Law section 339-m, subject to certain exceptions set forth in this Plan, and the Declaration and By-Laws) charges (the **"Common Charges"**) for, among other things, the cost and expense of operating, maintaining and repairing the Common Elements (the **"Common Expenses"**). Each Unit Owner will be solely responsible for the payment of all Common Charges assessed against him. See the Section of the Plan entitled **"Rights and Obligations of Unit Owners."** An estimate of Common Charges that will be payable by each Unit Owner during the first year of Condominium operation of the Property is set forth in Schedule A.

Each Unit Owner may freely mortgage his Unit, as he sees fit, with such lender and in such amount as he chooses, subject only to compliance with certain filing requirements contained in the Condominium's By-Laws. See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws."** Each Unit is separate and is not subject to the lien of any mortgage on any other Unit.

Any Unit Owner may sell or lease his Unit to anyone, without restriction or limitation, subject only to the right of first refusal in favor of the Condominium Board or a third party produced by the Condominium Board to acquire or lease such Unit upon the same terms offered to the prospective buyer or tenant. Units owned by Sponsor or any Sponsor Successor are not subject to this right of first refusal. See the Section of the Plan entitled **"Rights and Obligations of Unit Owners"** for further discussion.

Each Unit will be taxed as a separate tax lot for real estate tax and assessment purposes, and each Unit Owner will be solely responsible for the payment of all real estate taxes and assessments on his Unit.

An estimate of the real estate taxes and assessments that will be payable by each Unit Owner during the first year of condominium operation of the Property is listed in Schedule A. See the Footnotes to Schedule A for further discussion. No Unit Owner will be liable for the payment of, and no Unit will be subject to, any lien arising out of the nonpayment of real estate taxes or assessments levied against any other Unit. See the Section of the Plan entitled **"Income Tax Deductions to Unit Owners and Tax Status of the Condominium"** for a discussion of additional tax aspects of condominium ownership.

After the closing of the sale of the Commercial Unit to the Condominium Board, the carrying costs associated with the Commercial Unit (e.g., common charges and real estate taxes) will be included in the Common Charges payable by the Residential Unit Owners, which amounts will be based on the "Percentage of Net Common Interest" set forth in Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. (The "Percentage of Net Common Interest" does not include an allocation of Common Interest to the Commercial Unit). Prior to the Closing of the Commercial Unit to the Condominium Board, any rental income received by the Sponsor will be applied towards the carrying costs associated with Commercial Unit (e.g., common charges and real estate taxes). The rental income will not be applied to the First Year Budget but used to pay for all costs associated with the Sponsor's ownership of the Commercial Unit until the Commercial Unit is sold to the Condominium Board.

Each Unit Owner may decorate the interior of his Unit in any desired manner, subject to compliance with the Condominium's By-Laws and the Rules and Regulations promulgated pursuant thereto (to the extent applicable), and will be solely responsible for the cost and expense of maintaining, repairing and painting his Unit, as well as obtaining separate casualty and liability insurance applicable solely to his Unit. See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of the Condominium Board/Summary of By-Laws."**

Summary of Contents of the Plan

The agreement to purchase a Unit is called a **"Purchase Agreement,"** the general form of which is set forth in Part II of the Plan. The procedure to purchase is summarized in Part I of the Plan in the Section entitled **"Procedure to Purchase."**

Section 352-eeee of the GBL, governing conversions to cooperative or condominium ownership in the city of New York, is set forth in Part II of the Plan.

The salient provisions of the Declaration of the Condominium (the **"Declaration"**), which establishes condominium ownership of the Property, the By-Laws of the Condominium (the **"By-Laws"**), which govern the operation of the Condominium, and the Rules and Regulations of the Condominium promulgated pursuant to the By-Laws (the **"Rules and Regulations"**), are partially summarized below in the Sections entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Condominium Board/Summary of By-Laws"** and are reproduced in full in Part II of the Plan.

The form of deed that Sponsor will issue to Purchasers of the Units and the form of power of attorney that each Unit Owner will be required to give to the Condominium Board and to

Sponsor pursuant to the terms of the By-Laws (the **"Unit Owner's Power of Attorney"**) are set forth in Part II of the Plan.

The Certifications of Sponsor, Sponsor's Architect, and Sponsor's Expert Concerning Adequacy of Budget, are set forth in Part II of the Plan.

The Plan delivered to the Department of Law, including all Schedules and Parts A, B, C and D of the Exhibits, constitutes the entire offer. Copies of the Plan and Parts A, B C and D of the Exhibits will be available for inspection without charge to prospective Purchasers and their attorneys at the office of Sponsor by appointment. In addition, copies of the Plan, including all Exhibits, will also be available for inspection and copying for a reasonable fee at the Department of Law.

Sponsor intends, and represents that it will endeavor in good faith, to sell all of the Units rather than rent them. However, Sponsor reserves the right, to be exercised in its unconditional discretion, to rent rather than sell Units after consummation of the Plan.

If Sponsor makes a bulk sale of all or some of the Units, the transferee shall be bound by Sponsor's representations regarding its commitment to sell Units.

There are no objective conditions under which Sponsor reserves the right to rent rather than sell Units, and no objective conditions under which Sponsor shall resume sales. Sponsor reserves the right to sell Units to investors who intend to rent and not to occupy their Units personally. In addition, Sponsor and any Sponsor Successor may from time to time freely rent any Unsold Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Condominium Board or any other Unit Owner.

The Property is currently encumbered by mortgages in favor of First Republic Bank in the aggregate principal amount of $4,850,000.00 (the "Mortgage"). The Mortgage does not obligate Sponsor to market Units for sale or place any limit on Sponsor's right to rent rather than sell Units.

Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective, articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that the Sponsor may find it more desirable to continue to rent one or more Units rather than to sell them.

As a result, there is no commitment by Sponsor to, and it is conceivable (although unlikely) that Sponsor will not, sell more than the minimum 15% of the Units (i.e., at least two Units) necessary to declare the Plan effective, and that owner occupants may never gain effective control and management of the Condominium.

As a result of the foregoing, some (and possibly many) of the Units may be occupied by renters and not Unit Owners.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will

consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the apartments in the building or group of buildings, which, in some cases, may be as high as 70%. Some lenders will not provide financing in a building with as few Units as the Property. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Please see **"Special Risks,"** and please consult the Sections of the Plan entitled **"Procedure to Purchase"** and **"Closing of Title to Units and Terms of Sale"** and the form of Purchase Agreement set forth in Part II of the Plan.

The By-Laws of the Condominium do not include a provision that, after the Initial Control Period, a majority of the Condominium's Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

The Condominium Board does not have the right to approve or disapprove purchasers. There is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy; consequently, there may always be a substantial percentage of Unit Owners who are non-residents.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Building is completed and the Department of Buildings has issued the Building's Final Certificate of Occupancy dated January 22, 2010. The Building will consist of seven stories and a cellar. The portion of Residential Unit 1 located in the cellar of the Building is habitable and may be used for sleeping, dining or any other habitable purpose consistent with the Certificate of Occupancy. The remaining portion of the Cellar (i.e., any portion thereof that is not part of Residential Unit 1) is uninhabitable and may not be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building. The Units will be sold "as-is", in compliance with all applicable zoning and building laws and requirements, including but not limited to the Administrative Code of the City of New York, and filed plans and specifications.

The Building is located within the Ladies Mile Historic District as designated by the LPC. Consequently, the ability of the Condominium, or of the individual Unit Owners, to effect changes to the exterior of the Building shall be subject to having to obtain the prior consent of the LPC, and, therefore, such ability may be restricted. See the section of the Plan entitled "**Location and Area Information**" for further details.

The Property is more fully described in a detailed description of the physical condition of the Property, prepared by JG Neukomm Architecture LLC, having an address at 62 William Street, 7th Floor, New York, New York 10005, which is included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan, and should be reviewed carefully by prospective Purchasers. The Building will consist of six residential units on the cellar through the seventh floors, and a commercial unit located on a portion of the first floor. Residential Unit 1 will have the exclusive use of the rear English basement garden and Residential Unit 6 (PH) will have the exclusive use of the rooftop terraces (such basement garden and rooftop terraces shall be deemed Limited Common Elements of the Condominium appurtenant to such Unit). Although such Limited Common Elements are reserved for the exclusive use of the designated Units to which they are appurtenant, all Limited Common Elements are part of the Common Elements in which all Unit Owners have undivided interests, and they are not part of the space within any Unit, which is owned exclusively by the Unit Owner thereof, and they are uninhabitable and may not be used for sleeping, dining or any other habitable purpose and doing so may result in a building code violation being issued against the Building. Floor plans (the **"Floor Plans"**) of the Units are also set forth in Part II of the Plan. There are no major fixtures, equipment or appliances (such as refrigerator, stove, plumbing fixtures, kitchen cabinets or partition walls) that are not included in the offering prices for the Units.

The Property includes approximately 10,000 square feet of unused development rights ("Excess Development Rights"), which are commonly known as "air rights." The amount of Excess Development Rights is subject to change depending on the zoning regulation(s) then in effect when such rights are utilized or conveyed. The Excess Development Rights are being reserved by Sponsor. It is unlikely that the Excess Development Rights will be usable for the enlargement of the Building or any Unit therein. See the Section of the Plan entitled **"Reservation of Excess Developmental Rights"** for more information.

The Building is completed and the Department of Buildings has issued the Building's Final Certificate of Occupancy dated January 22, 2010. The first year of Condominium operations shall commence on or about January 1, 2023.

The Building has direct access to West 21st Street, which is a public street.

DEFINITIONS

For convenience of presentation, general definitions of certain terms used in Part I of the Plan are set forth below. These definitions are subject to the more particular definitions of such terms set forth in Exhibit C to the Declaration in Part II of the Plan.

"Affiliate" means any Person who is a Family Member or who controls, is controlled by, or is under common control with the named Person or a Family Member of the named Person. The terms **"control," "controlled"** or **"controlling"** shall mean direct or indirect ownership of more than fifty percent (50%) of the outstanding voting capital stock of a corporation or of more than fifty percent (50%) of the beneficial interests of any other entity.

"Amend," "amended" or **"amendment"** refer to any amendment, whether by deletion of any existing provision, modification of any existing provision, or inserting a new provision.

"Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Sponsor, any Sponsor Successor and/or the Condominium Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Applicable Rent Laws and those pertaining to health, safety or the environment) now or hereafter in effect.

"Appurtenant Interest" means, with respect to any Unit, the undivided interest of the Unit Owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

"Attorney General" means the Office of the Attorney General of the State of New York.

"BCL" means the Business Corporation Law of the State of New York, as amended from time to time.

"Board of Mangers" means the governing body of the Condominium, also known as the "Condominium Board", whose members shall be selected pursuant to the terms of the By-Laws.

"Building" means the building situated on the Land and known as 29 West 21st Street, New York, New York.

"Building Systems" means utility and service systems and appurtenant installations now or hereafter installed by or on behalf of the Condominium Board which service the Building and are not expressly included as part of a Unit pursuant to the terms of the Declaration, including, without limitation: the electrical system; the water supply system; the water return (sewer) system;

the gas supply system; any exhaust systems; any fire or life safety system; any master television or cable system/intercom; any elevators; and any other mechanical, plumbing or electrical systems.

"By-Laws" means the By-Laws of the Condominium, in the form set forth in Part II of the Plan, including the Rules and Regulations, as amended from time to time pursuant to the terms thereof.

"Casualty Loss" means damage or destruction resulting from a fire or other casualty.

"Claim" or **"claims"** shall include any claims, counterclaims, suits, actions or proceedings and any other liabilities, losses, damages, penalties, charges, costs and expenses and attorneys' fees and expenses incurred in connection with any of the foregoing.

"Closing," "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and a Purchaser under such Purchaser's Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to such Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in the Purchase Agreement.

"Closing Date" means the date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

"Commercial Unit" means the non-residential condominium unit in the Building.

"Common Charges" means the charges allocated and assessed against the Units by the Condominium Board payable by the Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), to meet the Common Expenses.

"Common Elements" means, collectively, the General Common Elements and any Limited Common Elements, and consist of all parts of the Property other than the Units.

"Common Expenses" means any and all: (i) costs and expenses paid or incurred generally by the Condominium pursuant to the Declaration and/or the By-Laws, including the Rules and Regulations, in connection with its operation and maintenance, and its performance of Work in and to the Common Elements (including, without limitation, accounting, legal, architectural, engineering or other professional or service fees); (ii) other items which are provided in the Declaration or By-Laws to be Common Expenses or are paid or incurred by the Condominium in connection with the conduct of Condominium affairs; (iii) payments required by the Condominium Board to be made by the Unit Owners to establish or maintain such general operating reserves or reserve funds for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year; and (iv) all costs and expenses paid or incurred by the Condominium in connection with the purchase, lease or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Unit Owner has elected to sell, lease, transfer or convey such Unit or that is to be sold at a foreclosure or other sale.

"Common Interest" means the undivided percentage interest of each Unit in the Common Elements.

"Condominium" means THE IRON LOFTS CONDOMINIUM to be established pursuant to the terms of the Declaration and to be governed pursuant to the terms of the By-Laws.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York, as amended from time to time.

"Condominium Board" means the governing body of the Condominium, also known as the "Board of Managers", whose members shall be selected pursuant to the terms of the By-Laws.

"Condominium Documents" means, collectively, the Declaration, the By-Laws (including the Rules and Regulations) and the Floor Plans, all as amended from time to time.

"Declaration" means the declaration executed by Sponsor for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof and includes any duly adopted amendments thereto.

"Department of Law" means the New York State Department of Law.

"Down Payment" means the payment on account of the Purchase Price, in an amount equal to ten percent (10%) of the Purchase Price, required to be paid by a Purchaser at the time of delivery of a Purchase Agreement.

"Effective Date" means the date upon which the Plan is declared effective by Sponsor in accordance with the terms of the Plan.

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

"Escrow Agent" means Cozen O'Connor, with offices at 3 WTC, 175 Greenwich Street – 55th Floor, New York, New York 10007.

"Facilities" means all personal property and fixtures now or hereafter existing in, on or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term **"Facilities"** shall include all equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, elevators, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, Siamese connections, hoses, plumbing, fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers,

traps, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, draperies, shades, window coverings, wallpaper, wall coverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes.

"Family Members" means and includes a spouse, child (by blood, marriage or adoption), parents (including step-parents or parents-in-law), grandchildren, siblings and grandparents.

"Filing Date" means the date on which is issued a letter from the Department of Law advising that the Plan or any amendment to the Plan has been filed or accepted for filing by the Department of Law.

"First Unit Closing" means the first date upon which title to the first Unit that is conveyed by Sponsor is conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year Budget" means the projection of receipts and expenses of the Property for the first twelve months following the projected date of the First Unit Closing contained in the Section of the Plan entitled **"Schedule B: Projected Budget for First Year of Condominium Operation."**

"Floor Plans" means the floor plans of the Units certified by JG Neukomm Architecture LLC, and to be filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"GBL" means the General Business Law of the State of New York, as amended from time to time.

"General Common Elements" means those certain portions of the Land and the Building (other than the Units and any Limited Common Elements), as well as the Building Systems and those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Property, as more particularly described in the Declaration.

"Governmental Authority" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

"Hazardous Materials" means chemicals, pollutants, contaminants, wastes and toxic substances, including but not limited to any solid or hazardous waste, hazardous substances, toxic substances, insecticides, fungicides, rodenticides, gasoline or any other petroleum product or byproduct, polychlorinated biphenyls, asbestos and urea formaldehyde to the extent any such substances are described as hazardous in any federal, state or local laws and regulations relating to pollution or protection of human health or the environment including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended; the Resource Conservation and Recovery Act, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; and the Toxic Substances Control Act, as amended.

"Holiday" means those days designated as holidays under the applicable union contract, or, if there is no applicable union contract, then the term "**Holiday**" shall mean any day on which state chartered banks in New York City are authorized or required to be closed or such other days as the Condominium Board may designate from time to time.

"Initial Control Period" means the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Units, or (ii) the fifth anniversary of the First Unit Closing.

"Institutional Lender" means (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust or, (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system having assets in excess of $10,000,000, in each case doing business in the State of New York; or (iii) any Governmental Authority including an agency of the City or State of New York.

"Institutional Mortgage" means any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.

"Insurance Trustee" means a bank or a trust company, in either event having both an office in the City of New York and a capital, surplus and undivided profits of $100,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"Land" means all that certain tract, plot, piece and parcel of land situated, lying and being in the County, City and State of New York, located at what is currently known as 29 West 21st Street, as more particularly described in Exhibit A to the Declaration.

"Limited Common Elements" means any portions of the Land and the Building (other than the Units) that are to be used by the Unit Owners of one or more specified Units to the exclusion of all other Unit Owners, as may be more particularly described in the Declaration.

"Liquidated Sum" means the Down Payment under the Purchase Agreement, together with any interest earned thereon.

"Majority of Unit Owners" means those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners (determined in accordance with the terms of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

"Managing Agent" means the Person engaged from time to time by the Condominium Board to perform the duties of a managing agent of the Building. Initially, Matthew Adam Properties Inc. will be the Managing Agent.

"Mortgage Representatives" means the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of the By-Laws.

"Owner-occupied" means occupied by a Unit Owner or a Family Member of a Unit Owner.

"Permit" or **"Permits"** means any action, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, certificate of occupancy, right or license, building notices, alteration applications or other form of legally required permission, of or from a Governmental Authority, including any zoning, environmental protection, pollution, sanitation, safety, siting or building permit that is necessary to operate and maintain the Property or any Building Systems or to perform any Work on any part of the Property.

"Permitted Encumbrances" means those title encumbrances subject to which a Purchaser under the Plan agrees to take title to a Unit, as more particularly itemized in the Section of the Plan entitled **"Closing of Title to Units and Terms of Sale."**

"Permitted Mortgage" means any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in the By-Laws.

"Permitted Mortgagee" means any holder of a Permitted Mortgage at the time in question.

"Person" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.

"Plan" means this offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-eeee of the GBL, as may be amended from time to time.

"Presentation Date," "Date of Presentation," "presentation," "presented" and related words means the date of personal delivery or (if mailed) the fifth day after mailing (whichever is the last to occur) of this Plan or any amendment to the Plan, as the context may require, to those Persons required to receive same pursuant to the GBL and the regulations of the Department of Law promulgated thereunder.

"Property" means the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith; the **Property** will include the **Land** that is currently known as 29 West 21st Street, New York, New York.

"Purchase Agreement" means the purchase agreement between Sponsor and a Purchaser under the Plan in the form set forth in Part II of the Plan.

"Purchase Price" means the purchase price of a Unit.

"Purchaser" means a Person or Persons buying a Unit under a fully-executed Purchase Agreement.

"Recognized Lender" means: (i) any bank, trust company, savings and loan association, savings bank, insurance company, real estate investment trust, or pension, retirement or welfare fund having assets in excess of $10,000,000, in each case doing business in the State of New York; (ii) any Governmental Authority including an agency of the City or State of New York; or (iii) any comparable institutional lender acceptable to Sponsor.

"Register's Office" means the New York County Office of the Register of the City of New York.

"Residential Unit" means any of the six (7) residential condominium units in the Building.

"Restorations" means the repair and restoration and other Work performed to the Property after a Casualty Loss or a Taking.

"Rules and Regulations" shall mean the rules and regulations of the Condominium, adopted by the Condominium Board pursuant to the By-Laws, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws, initially in the form set forth in Part II of the Plan.

"Selling Agent" means Compass.

"Special Assessments" means the charges allocated and assessed against the Units by the Condominium Board and payable by the Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws.

"Sponsor" means TWENTY-FIRST LOFTS, LLC.

"Sponsor's Counsel" means the law firm of Cozen O'Connor, with offices at 3 WTC, 175 Greenwich Street – 55th Floor, New York, New York 10007.

"Sponsor Successor" means (i) any corporation or other entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Sponsor, or (ii) any Person, who, at any time, (a) purchases from Sponsor, or otherwise succeeds to (x) two or more Units, or (y) ten percent (10%) or more of all Units in the Condominium, or (z) all remaining Units then owned by Sponsor, and is designated as a Sponsor Successor by Sponsor and (b) is not purchasing such Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also include any nominee holding any Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase **"owned by"** shall include owned by any such nominee.

"Structural" when applied to any Work performed in or to a Unit or the Property means and refers to any Work affecting the foundations, columns, girders, beams, supports, concrete slabs and other such structural members of the Building, those portions of the exterior walls of the Building lying beyond the interior face of the brickwork, and all Building Systems,

including without limitation, the mechanical, electrical, water supply and return (sewer), gas supply and heating systems.

"Taking" means a taking of all or any part of the Property in condemnation or by eminent domain.

"Unit" or **"Condominium Unit"** means any of the seven (7) Units in the Building.

"Unit Owner" means any record owner of a Unit, and all of such Unit Owners are, collectively, referred to as the **"Unit Owners."**

"Unsold Unit" or **"Unsold Units"** means any Unit or Units owned at the time in question by Sponsor or any Sponsor Successor. Any Unsold Unit shall retain its status and character as an Unsold Unit until: (i) it is no longer owned by Sponsor or any Sponsor Successor; (ii) it is occupied by a Unit Owner or a Family Member of a Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for personal occupancy by the Purchaser or a Family Member of the Purchaser. Further, a Unit that is conveyed to Sponsor by a Purchaser who has elected to rescind his purchase of the Unit and receive a refund of the Purchase Price paid for the Unit as provided in the Plan shall thereupon once again become an Unsold Unit.

"Work" means and includes demolitions, alterations, installations, additions and improvements, repairs, replacements, substitutions, restorations and any other work performed in or to the Units or the Common Elements.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meaning ascribed thereto in the Declaration.

LOCATION AND AREA INFORMATION

Location

The Condominium is located on the west side of Manhattan on the north side of West 21st Street between Fifth Avenue and Avenue of the Americas. The Property lies in the eastern portion of the Chelsea District in Manhattan near the Flatiron Building and the highly desirable Madison Square Park. The Condominium is located within the Ladies Mile Historic District as designated by the New York City Landmarks Preservation Commission ("LPC") effective May 2, 1989. Consequently, the ability of the Condominium, or of the individual Unit Owners, to effect changes to the exterior of the Building shall be subject to having to obtain the prior consent of the LPC, and, therefore, such ability may be restricted. In general, work that requires a permit and work on the interior that affects the exterior shall require the prior consent of LPC.

Community and Cultural Services

The Condominium is located approximately one block from the Flatiron Building, which is located in a district that takes its name, to wit, the Flatiron District, and in the eastern portion of Chelsea. As a result, the Condominium is convenient to community and cultural services offered by both districts.

The Flatiron District is located to the east of the Condominium. The designation "Flatiron District" is of relatively recent vintage, dating from around 1985. Since that time, the area has experienced an increasingly residential character and a concomitant influx of many restaurants. Once New York City's most famous skyscraper, the structure's original title the Fuller Building was resisted by locals, who preferred referring to it as the Flatiron due to its unique triangular shape. Only six feet wide at its rounded narrow "peak" at the intersection of Broadway and Fifth Avenue, the building is an timeless icon befitting an eponymous district. Beyond its restaurant pedigree – including the first Eataly among the many outposts around the world – the Flatiron District is often referred to as "Silicon Alley" due to the large number of tech companies and startups that dot its large open-plan offices.

Chelsea, however, has lured the largest of the NYC tech firms with Google acquiring enormous amounts of office space. This massive realignment of commercial traffic has helped propel Chelsea's growth far beyond its modest gentrification in the 1980s. Beginning in the 1990s, the New York art scene began to shift to Chelsea's repurposed and light-filled warehouse spaces, as SoHo and the Upper East Side gave themselves over to luxury retail. The residential rezoning of West Chelsea coupled with the runaway success of the High Line Park (now among NYC's most popular attractions) further cemented Chelsea's place among Manhattan's most desirable neighborhoods.

Originally named for Clement Clarke Moore's estate on much of its land today, the Chelsea District was first added to the National Register of Historic Places in 1977 and later expanded to include contiguous blocks containing particularly significant examples of period architecture in 1982. Chelsea is also home to the Flower District, located along the Sixth Avenue corridor between 25th and 29th Streets.

Transportation

Public transportation in the area is excellent. Subways run in a north-south direction along both Broadway and Sixth Avenue, less than one crosstown block in each direction. East-west "Select Bus Service" is available two blocks north on 23rd Street. Penn Station, one of New York's major transport hubs, is located nearby on 34th Street and 7th Avenue, with rail connections available to all points. A variety of Citibike stations are also nearby.

Retail Shopping

Flatiron / Chelsea's central Manhattan location gives it priority among national and new brands entering the New York marketplace. For instance, NYC's first Trader Joe's and Whole Foods were both established there and remain today. There is excellent shopping near the Property with many well-known stores, in addition to supermarkets and a variety of local markets, bakeries, and specialty shops. The flagship of Macy's, known as the World's Largest Department Store, is located nearby at Broadway and 34th Street. Less than one block away is lower Fifth Avenue, on which are located numerous outposts of national brands such as J.Crew, Lululemon, Zara, Club Monaco, and Sephora. Union Square and its numerous furniture and home retailers such as ABC Carpet & Home are also located nearby.

Recreational Facilities

The Condominium is conveniently located near Madison Square Park, which is the original site of the first Madison Square Gardens. In 1925, the last Madison Square Garden on the site was demolished and the Square has served as a park ever since. The Park received a rededication makeover in 2001, and three years later opened the first Shake Shack location in the world, which would of course go on to become enormously successful. The Park has many gardens, art installations, a children's playground, dog run, and tree-lined open space. There are also numerous gyms and fitness facilities (including the first Barry's Bootcamp location in New York – now 7 more have opened) as well the Chelsea Green new playground on 20th Street, dedicated in 2019.

Medical Facilities

New York City contains some of the country's finest and best known medical facilities. There is a large cluster of hospital services centered around the east side of 23rd Street (Beth Israel) as well as Lenox Health Greenwich Village on Seventh Avenue between 12th and 13th Streets.

Schools

The Condominium is located near private and public elementary and high schools as well as institutions of higher learning. The Fashion Institute of Technology (FIT) is located on West 27th Street and 7th Avenue, Baruch College is located on 25th Street and Lexington, and the Parsons School of Design is found seven blocks to the south. New York University, one of New

York's largest and foremost educational institutions, is located approximately eight blocks away on 12th Street. The New York City Public School for Dance, the Sixth Avenue Elementary School and the Manhattan Village Academy are all located within a six block radius.

The above information regarding community services has been obtained from sources believed to be reliable; however Sponsor is not responsible for any errors, omissions or inaccuracies continued in the foregoing information.

Religious Facilities

There are numerous houses of worship, of virtually all religions and denominations, within the neighborhood surrounding the Condominium.

Municipal Services

Police, fire, water, sanitation, snow removal, and road maintenance services are provided by the City of New York. The Condominium is within the 13th Police Precinct located at 230 West 20th Street. Fire Engine Company No. 1 (Ladder 24) is located at 19th Street off Seventh Avenue, and Battalion 7 (Engine 3 and Ladder Company 12) is located two blocks away off Seventh Avenue. In addition, Engine 14 is located four blocks away off Sixth Avenue.

Sanitation

Sanitation services and rubbish is picked up by the New York City Sanitation Department. Unit Owners are required to place rubbish in trash receptacles outside of the Condominium for pickup by the Sanitation Department for pick up. The City of New York will remove snow and maintain the roads in the street in front of the Condominium.

Zoning and permitted uses

The Property is located in a C6-4A Commercial, R10A Residential Zoning District Equivalent. The uses permitted as of right under such designations include residential, community facility and most commercial uses as of right. The Property is located in the Ladies' Mile Historic District, subject to LPC approval for any exterior change. The Property currently complies with all applicable zoning and use requirements.

Other Developments

Sponsor and its Principals and members are not involved in any projects being developed within a one block radius of the Property. There are no development projects involving Sponsor or any of its Principals which have been approved by the DOB that will be adjacent to or directly across the street from the Property. Sponsor and its Principals do not own, in whole or in part, or have an option or right to acquire, in whole or in part, any adjacent areas to the Property which are not fully developed. Any change in this information that occurs while sales are continuing will be disclosed by Sponsor in an amendment to this Plan within 30 days after the information becomes known to the Sponsor. Notwithstanding the foregoing, Sponsor shall not be responsible for obstructed and/or adversely impacted views from Units due to other development

projects erected in the vicinity of the Project that are not within the control of Sponsor and/or its Principals.

SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

FOR THE PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION (JANUARY 1, 2023 – DECEMBER 31, 2023)

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET, NEW YORK, NEW YORK 10010
SCHEDULE A: PURCHASE PRICES AND RELATED INFORMATION
FOR THE FIRST YEAR OF PROJECTED CONDOMINIUM OPERATIONS
JANUARY 1, 2023 TO DECEMBER 31, 2023

Unit	Number of Bedrooms (2)	Number of Bathrooms (2)	Offering Price (3)	Approximate Unit Square Footage (4)	Limited Common Elements (5)	Share of Commercial Unit Purchase Price (6)	Percentage of Common Interest (7)	Percentage of Net Common Interest (7)	Projected Annual Common Charges (8)	Projected Monthly Common Charges (8)	Projected Annual Real Estate Taxes (9)	Projected Monthly Real Estate Taxes (9)	Projected Total Annual Carrying Charges (10)	Projected Total Monthly Carrying Charges (10)
Comm	N/A	0.5[1]	$250,000	462	0	N/A	6.00%	0.00%	$11,553.97	$962.83	$14,846.59	$1,237.22	$26,400.56	$2,200.05
#1	2	2.5[2]	$2,995,000	2,584	262[3]	$39,415	14.82%	15.77%	$28,538.28	$2,378.19	$36,671.05	$3,055.92	$65,209.33	$5,434.11
#2	2	3	$2,995,000	2,082	0	$35,480	13.34%	14.19%	$25,688.30	$2,140.69	$33,008.90	$2,750.74	$58,697.20	$4,891.43
#3	2	3	$3,195,000	2,082	0	$37,074	13.94%	14.83%	$26,843.70	$2,236.98	$34,493.55	$2,874.46	$61,337.25	$5,111.44
#4	2	3	$3,245,000	2,082	0	$37,074	13.94%	14.83%	$26,843.70	$2,236.98	$34,493.55	$2,874.46	$61,337.25	$5,111.44
#5	2	3	$3,295,000	2,082	0	$37,367	14.05%	14.95%	$27,055.52	$2,254.63	$34,765.74	$2,897.15	$61,821.26	$5,151.77
#6 (PH)	3	3.5[4]	$4,995,000	2,797	1,073[5]	$63,590	23.91%	25.44%	$46,042.53	$3,836.88	$59,163.62	$4,930.30	$105,206.15	$8,767.18
		TOTAL:	$20,970,000	14,171	1,335	$250,000	100.00%	100.00%	$192,566	$16,047.17	$247,443	$20,620.25	$440,009	$36,667.42

[1] One half bathroom.
[2] Two full bathrooms and one half bathroom.
[3] The Limited Common Element is a rear English basement garden that is 262 square feet. That Limited Common Element is uninhabitable space which may not be legally used as a bedroom or living room, and doing so may result in a building code violation being issued for the building. All such uninhabitable space may only be used as an accessory to residential use.
[4] Three full bathrooms and one half bathroom.
[5] The Limited Common Elements are rooftop terraces that are 1,073 square feet. That Limited Common Element is uninhabitable space which may not be legally used as a bedroom or living room, and doing so may result in a building code violation being issued for the building. All such uninhabitable space may only be used as an accessory to residential use.

FOOTNOTES TO SCHEDULE A

(1) Any floor plan or sketch shown to a prospective Purchaser is only an approximation within reasonable tolerances of the dimensions and layout of a typical Unit. The actual layout of a Unit may have been altered. Each Unit should be inspected prior to purchase to determine its useable dimensions, layout and physical condition.

(2) The number of rooms and bathrooms in each Unit, set forth in Schedule A has been computed by Sponsor in accordance with the guidelines established by the Real Estate Board of New York, Inc.

(3) Sponsor has reserved the right to change the Offering Price of any Unit from time to time in the manner set forth in the section of the Plan entitled "**Changes in Prices and Units,"** below.

The Offering Prices set forth in Schedule A must be decreased or increased by a duly filed amendment to the Plan when the change in price is (a) an across-the-board change affecting one or more lines of Units or Unit models, (b) a price change that is to be advertised, or (c) a price increase for an individual Purchaser. Offering Prices are negotiable. Accordingly, Sponsor may enter into a Purchase Agreement with a Purchaser to sell a particular Unit at prices less than those set forth in Schedule A without filing an amendment beforehand.

In addition to the payment of the Offering Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of closing as set forth in the Section of the Plan entitled **"Unit Closing Costs and Adjustments."**

(4) Square footages indicated for Units are calculated from exterior dimensions of such Units, which are approximate within reasonable tolerances and measured: (i) horizontally by (a) the exterior face of the brickwork constituting the exterior walls of the Building bounding such Unit, (b) the exterior face of walls (other than the aforesaid exterior walls) separating such Unit from Common Elements (if any), and (c) the center line of walls separating such Unit from other Units and (ii) vertically by the underside of the Unit's finished flooring and the exposed painted face of the concrete ceiling or the unexposed side of the Unit's drywall ceiling, where applicable. The Unit measurement is not based on measurements from interior surfaces of interior walls; the actual area comprising the Unit is significantly less than the area listed in Schedule A. A decrease in a Unit's interior square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of interior square footage or less is not material. See **"Special Risks"** section.

(5) Residential Unit 1 will have the exclusive use of the rear English basement garden; and Residential Unit 6 (PH) will have exclusive use of the private terraces located on the front and rear portions of the rooftop. Each such basement garden and rooftop terrace shall be Limited Common Elements. Each such Limited Common Element is not part of the Unit, and is not legally habitable.

(6) This column reflects the portion of the aggregate purchase price for the Commercial Unit allocated to each Residential Unit, which amount is due at closing. The amounts set forth in this column are determined in accordance with the allocation of the Percentage of Net Common Interest (see Note 7 below for additional information).

(7) The Common Interest allocated to each Unit is based upon respective floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium, pursuant to Section 339-i(1)(iv) of the Condominium Act. The aggregate Common Interest of all Units equals one hundred percent (100%).

The column entitled "Percentage of Common Interest" includes an allocation of Common Interest to the Commercial Unit, and is the column reflecting the allocation of Common Interest pursuant to Section 339-i(1)(iv) of the Condominium Act.

The column entitled "Percentage of Net Common Interest" does not include an allocation of Common Interest to the Commercial Unit, and is the column reflecting the basis of the allocation of Common Charges, which are allocated contemplating that the costs associated with the Commercial Unit (e.g., common charges and real estate taxes) will be paid by the Residential Unit Owners. To that end, the allocation of Common Charges and projected real estate taxes for the Commercial Unit are for informational purposes only.

(8) These estimates were based upon **"Schedule B: Projected Budget for the First Year of Condominium Operation"** (Schedule B), which was prepared for the year January 1, 2023 – December 31, 2023. This period is used only for purposes of projection and illustration. Sponsor does not warrant that condominium operation will commence on January 1, 2023. The estimated Common Charges are based upon the estimates of income and expenses set forth in Schedule B. The actual amounts of income and expenses may differ from the estimates thereof and may change in subsequent years. Because of the possibility of unforeseeable changes in the economy or increase or decrease in the amount of income and/or expenses of operation, the projections are not intended to be taken as guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown. In fact, it may be expected, based on current trends, that the operating expenses, including fuel costs, utilities, maintenance and repairs, labor and other related expenses, will increase in the future.

In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) the costs of electricity consumed in his/her Unit, which will be separately metered for each such Unit (see Schedule B-1); (ii) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit; (iii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit (including, without limitation, the equipment and appliances contained therein); and (iv) the cost of any insurance covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal or property damage as a result of occurrences in his Unit.

(9) These estimates were prepared based on the opinion of the law firm Korngold Powers LLP, 60 East 42nd Street, Suite 4600, New York, New York 10165 dated May 25, 2022, the real estate tax consultant engaged by Sponsor. A copy of such opinion letter is set forth in this Plan.

As stated in such letter, Korngold Powers LLP projects that, inter alia, the assessed valuation for all of the Units at the Property for the period from (a) January 1, 2023 to June 30, 2023 is projected to be $1,944,641 and (b) July 1, 2023 to December 31, 2023 is projected to be $2,100,212. The projected aggregate real estate taxes for all of the Units for the period from (a) January 1, 2023 to June 30, 2023 will be $118,963 (based on a tax rate of 12.235% for this period) and (b) July 1, 2023 to December 31, 2023 will be $128,480 (based on a tax rate of 12.235% for this period. Accordingly, the projected real estate taxes payable with regard to each Unit during the Condominium's projected first year of operation are based on that Unit's proportional Common Interest percentage share of $247,443 (i.e., the aggregate projected amount of real estate taxes payable from January 1, 2023 to December 31, 2023).

The real estate tax estimates set forth in Schedule A and further described above are based on an assessment of the Building after rehabilitation is complete and the values set forth above (and in the Korngold Powers LLP opinion letter dated May 25, 2022). See section of the Plan entitled **"Real Estate Taxes."**

Each Unit will be taxed as a separate tax lot for real estate tax purposes and Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. See Section of the Plan entitled "**Income Tax Deductions to Unit Owners**" as to whether a Unit Owner is entitled to deduct the real estate taxes payable with regard to the Unit for income tax purposes.

No warranties or assurances are given that the New York City Department of Finance will assess the Units in the manner stated above or that the law on which same is based will not change. The amounts of tax deductions available to Unit Owners attributable to real estate taxes may vary in future years, due to changes in tax laws, tax rates, or assessed valuations.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE TAX RATE, OR THE METHOD OF ASSESSING REAL PROPERTY, WILL NOT BE CHANGED.

(10) The Projected Total Monthly Carrying Charges consist of the sum of Estimated Monthly Real Estate Taxes and Estimated Monthly Common Charges. The Estimated Total Annual Charges consist of product obtained by multiplying the sum described in the preceding sentence by twelve. As discussed in Note 7 above, the allocation of Common Charges and projected real estate taxes for the Commercial Unit are for informational purposes only.

SCHEDULE B – PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET, NEW YORK, NY

JANUARY 1, 2023 TO DECEMBER 31, 2023

		PROJECTED TOTAL
INCOME		
1.	Common Charges	$182,499
2.	**TOTAL INCOME**	**$182,499**
EXPENSES		
3.	Labor	$ 22,000
4.	Gas - Heating, Hot Water, Cooking	$ 15,940
5.	Electricity	$ 10,328
6.	Water / Sewer Charges	$ 8,280
7.	Service Contracts	$ 25,000
8.	Repairs, Maintenance & Supplies	$ 15,000
9.	Insurance	$ 27,499
10.	Management Fees	$ 16,000
11.	Audit & Legal Fees	$ 10,000
12.	Administrative & Misc. Expenses	$ 10,000
13.	Contingency	$ 4,946
14.	Commercial Unit Real Estate Taxes	$ 0
15.	10% Replacement Reserve	$ 17,506
TOTAL EXPENSES		**$182,499**

Attorney General regulations require the following. The budget shall be based upon a specified 12-month period to commence on the date when it can reasonably be projected that condominium operations will begin and no sooner than six months after the submission of the offering plan for filing. When calculating the projection, sufficient time shall be included to arrange for closings. If the actual or anticipated date of commencement of condominium operation is to be delayed more than six months from the budget year projected in the offering plan, the plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by 25% or more, the Sponsor must offer all purchasers the right to rescind and a reasonable period of time that is not less than 15 days after the date of presentation to exercise the right, whether or not Sponsor offers to guarantee the previous budget projection. Sponsor must return any deposit or Down Payment to purchasers who rescind within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

FOOTNOTES TO SCHEDULE B

PROJECTED INCOME

(1) Common Charges $182,499

The Residential Units will be responsible for 94% of all Common Charges, except for those expenses in which the Residential Units derive all benefits, such as the part-time super intendent/porter, electric, elevator service and virtual doorman (for which the Residential Units will be responsible for 100% of such expenses). The amount of Common Charges is the estimated income needed to pay Common expenses attributable to the Common Elements of the Condominium. The Common Charges applicable to the Residential Units are based on percentage of interest in the Common Elements appurtenant to the Residential Units (excluding the percentage of interest in the Common Elements appurtenant to the Commercial Unit). The Commercial Unit will be responsible for 6% of all Common Charges, except for those expenses associated with the part-time super intendent/porter, elevator and virtual doorman from which the Commercial Unit derives no benefit.

The Commercial Unit will be owned by the Condominium. The projected date of the sale of the Commercial Unit is on or around March 1, 2023. However, the date of such sale is not guaranteed other than such sale must occur no later than the first anniversary of the First Unit Closing. After the closing of the sale of the Commercial Unit to the Condominium Board, the carrying costs associated with the Commercial Unit (e.g., common charges, electric and real estate taxes) will be included in the Common Charges payable by the Residential Unit Owners, which amounts will be based on the "Percentage of Net Common Interest" set forth in Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. (The "Percentage of Net Common Interest" does not include an allocation of Common Interest to the Commercial Unit).

On August 1, 2022, the Sponsor entered into a five (5) year lease of the Commercial Unit with 3 COFFEE ROASTERS LLC, as tenant ("Commercial Unit Lease"). The rental income of the Commercial Unit is $4,700 per month. The Commercial Unit Lease is fully assignable to the Condominium Board. However, until the Commercial Unit is sold to the Condominium Board, the Sponsor is retaining ownership of the Commercial Unit and all income derived from the Commercial Unit Lease will be payable to the Sponsor and be applied towards Sponsor's carrying costs associated with Commercial Unit (e.g., common charges and real estate taxes. Once the Condominium Board owns the Commercial Unit, such income will be utilized as additional income to the Condominium for the benefit of the Residential Units, thereby reducing their responsibility for expenses and the Common Charges payable thereby.

Upon the sale of the Commercial Unit, the Plan will be amended and a new budget will be provided.

(2) Total Projected Income $253,745

The amount above represents the total estimated projected income necessary to operate the Condominium during its first fiscal year.

PROJECTED EXPENSES

(3) Labor $ 22,000

The figure shown includes wages, workers' compensation and disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) paid sick days and seven (7) paid holidays and one (1) week vacation and one (1) week holiday bonus. The Condominium staff will consist of 1 part-time Superintendent/porter, working thirty (30) hours per week at a salaried rate of $25.00 per hour. The figures below assume nonunionized employees. No health insurance coverage is provided. Additional costs associated with the first year of operation are provided for in the labor cost. The Residential Units are responsible for 100% of the payroll costs, as the Commercial Unit derives no benefit from the building staff.

Wage and Payroll Tax Details:

PART-TIME SUPERINTENDENT/PORTER

Total annual wages	$ 17,550
FICA	$ 1,343
FUTA	$ 42
SUI	$ 252
Disability	$ 100
Workers' compensation (estimated)	$ 1,150
Mandated Education	$ 250
Payroll Processing	$ 1,200
TOTAL	$ 21,887

(4) Gas - Heating, Hot Water, Domestic $ 15,940

The building will be supplied by two gas meters provided by Con Edison. One meter will serve the Residential Units' cooking. The second meter is for the gas-fired central boiler and hot water. The estimated annual cost for gas consumption is based on a cost of $2.20/therm and 6,900 therms of usage for a total of $15,180. An additional 5% is included to cover the cost of tax, other product expenses and cost inflation that may occur in the unit cost of natural gas, has been added. Residential Units are responsible for 94% of these expenses, and the Commercial Unit is responsible for the remaining 6%.

Actual consumption estimates for gas usage on the above described components have been provided by Gabor M. Szakal Consulting Engineering, P.C., 54 West 21st Street, New York, NY 10010, in a letter dated July 17, 2022.

(5) Electricity $ 10,328

Electricity service to the building will be provided by Con Edison. Each of the Residential Units and the Commercial Unit shall be provided with a dedicated meter and shall bear their own individual electric bills. The common areas shall also be provided with a dedicated meter, which common electric use includes elevator, elevator control room, ventilation unit, toilet, kitchen & laundry exhaust, domestic water pumps, sewage and sump pumps and common area lighting. The Residential Units are responsible for 100% of these expenses, as the Commercial Unit derives no

benefit therefrom.

The estimated annual cost for electricity is 31,725 KWH at an average $0.31/KWH, for a cost of $9,835, plus a 5% cost contingency which has been added to address tax, other product expenses and all or part of cost inflation that may occur in the unit cost of electricity.

Actual consumption estimates for electric usage on the above described components have been provided by Gabor M. Szakal Consulting Engineering, P.C., 54 West 21st Street, New York, NY 10010, in a letter dated July 17, 2022.

Please refer to Schedule B-1 – Projected Budget for Individual Unit Energy Costs for projections of the electricity consumption within the individual Units.

(6) Water Charges & Sewer Rents $ 8,280

The City of New York provides water supply and combined sanitary and storm sewer service. The charges for water and sewer services provided to the building, including Residential Units and the common areas of the building benefitting the Residential Unit Owners, will be levied on the basis of a master city meter and borne by the Residential Unit Owners as a Residential Common Expense. Commercial Unit usage is based on standard lavatory usage. Any extraordinary usage (i.e., restaurant, salon, etc.) will require Commercial Unit to be sub-metered, for which all costs of installation and usage will be the Commercial Unit's responsibility.

The estimated annual cost for water/sewer consumption is 744 Hundred Cubic Feet (HCF) of water at a cost of $10.61/HCF, for water/sewer usage ($7,894), plus a 5% cost contingency which has been added to address all or part of cost inflation that may occur in the unit cost of water/sewer.

Actual consumption estimates for water/sewer usage on the above described components have been provided by Gabor M. Szakal Consulting Engineering, P.C., 54 West 21st Street, New York, NY 10010, in a letter dated July 17, 2022.

(7) Service Contracts $ 25,000

This figure is intended to cover service contracts for repair and maintenance of the following systems in the Condominium as well as a contingency for those not initially entered into at the time of construction (HVAC equipment service for individual units is a Unit Owner responsibility). The Residential Units are responsible for 94%, and the Commercial Unit for 6% of service contracts expenses, except those related to elevator service and virtual doorman, for which the derive no benefit and Residential Units will be responsible for 100% of those costs.

Exterminating:	$ 1,000
Elevator:	$ 6,000
Sprinkler System:	$ 1,500
C/S Sprinkler Monitoring:	$ 3,000
Virtual Doorman	$ 10,000

Estimates on the service contracts above were provided by the following sources:

Exterminating service provided by Rigel Pest Control, PO Box 720834, Jackson Heights, NY 11372.

Elevator service provided by Consolidated Elevator, 5-48 50th Avenue, Long Island City, NY 11101.

Sprinkler system service estimate proposal provided by VIP Fire Sprinklers, Inc., 700 Columbia Street, Bldg. 301A, Brooklyn, NY 11231.

C/S Sprinkler monitoring service provided by Briscoe Protective Services, 99 Mark Tree Road, Centereach, NY 11720.

Virtual doorman service provided by Virtual Service, 104 West 40th Street, New York, NY 10018.

(8) Repairs, Maintenance & Supplies $ 15,000

Repairs & maintenance cover general repairs to the building structures as a whole, and in particular to the building's equipment and machinery. This includes but is not limited to repairs to carpentry, doors & windows, electrical systems, floors, intercom, ironworks, masonry, paint & plaster, plumbing and roofing. This figure only covers the cost of maintaining the common elements, as each unit owner shall be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective units, including the appliances. The costs of repairs and maintenance to common elements and/or residential common elements that are utilized or benefit a Unit Owner shall be apportioned as follows: Residential Units are responsible for 94% and Commercial Unit for 6% of this expense

During the first year of operation major repairs are not expected to be necessary, as all materials and systems listed above will be completely new, and many will be covered by warranties during the first year of Condominium operation.

Supplies consist of all materials necessary for the building staff to maintain the building in proper, presentable order, as directed by the Condominium Board. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(9) Insurance $ 27,499

This projection is based on the estimates of the annual premiums which were provided by Mackoul Risk Solutions, 25 Nassau Lane, Island Park, New York, NY 11558 on March 29, 2022, and payable on the coverage listed below:

BUILDING	$9,000,000 Special Form	Included
Replacement Cost Included		
25% Extended Replacement Cost Real Property: Building		$ 2,250,000
Terrorism		Included

PERSONAL PROPERTY	$ 50,000
LOSS OF INCOME (MAINTENANCE FEES)	$ 2,500,000
EARTHQUAKE	$ 5,000,000
FLOOD (RISING WATERS)	$ 5,000,000
BACKUP OF SEWERS AND DRAINS AND UNDERGROUND WATER MAINS	$1,000,000

BUILDING ORDINANCE
Loss to Undamaged Portion of Building Included in Building limit
Demolition and Increased Cost of Construction

Blanket Sub-Limit	$ 5,000,000

DEDUCTIBLES

Flood	$ 25,000
Earthquake	$ 5,000
Seepage - Interior	$ 5,000
Underground Water Main	$ 5,000
Backup of Sewers and Drains	$ 5,000
All Other	$ 5,000

COMMERCIAL GENERAL LIABILITY COVERAGES

General Aggregate Limit per Location	$ 2,000,000
Products & Completed Operations	$ 2,000,000 Each
Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Liability	$ 1,000,000
Non-Owned & Hired Automobile Liability	$ 1,000,000
Damage to Rented Premises	$ 100,000
Medical Payments	$ 5,000
Employee Benefits Liability	$ 1,000,000
Lead Liability	Included

CRIME COVERAGES

Employee Dishonesty	$ 250,000
Depository Forgery	$ 250,000
Computer Fraud	$ 250,000
Funds Transfer	$ 250,000
Managing Agent Rider	Included

BOILER & MACHINERY COVERAGES

Property Damage Limit	Up to Building Limit
Deductible - Property Damage	$ 5,000

UMBRELLA LIABILITY COVERAGE

Excess Liability Limit	$50,000,000
Directors and Officers	Included
Mold	Excluded

DIRECTORS & OFFICERS LIABILITY

Limit	$ 1,000,000
Retention	$ 2,500
Managing Agent Rider	Included

PREMIUM SUMMARY

Package	$ 15,950
Crime	$ 736
Umbrella	$ 8,725
Directors & Officers	$ 2,088
TOTAL	$ 27,499

PROPOSED COMPANIES

Commercial Package/Boiler & Machinery	Glencar Insurance Company
Crime	Continental Casualty Company
Umbrella	Greenwich Insurance
Directors & Officers	Continental Casualty Company

The proposal will provide replacement cost coverage for the building. In the opinion of the above named insurance broker, the foregoing insurance is sufficient to restore the buildings in the event of a covered loss, however, it is not intended to take the place of a professional appraisers estimate in determining the actual replacement cost.

The fire, casualty and general liability insurance will also be on terms that provide: (a) that each Unit Owner is an additional insured party; (b) that there will be no cancellation without notice to the Condominium Board; (c) a waiver of subrogation; (d) a waiver of invalidity due to the acts of the insured and the Unit Owners; and (e) a waiver of pro-rata reduction if Unit Owners obtain additional coverage. To the extent available at commercially reasonable rates, the insurance policy will also provide a waiver of subrogation.

The quotation is an indication of insurance premiums at current rates. It is not possible to predict whether future coverage will continue to be available at the same premium. Generally, the projected premium contemplates a rise in rates.

Section 339-bb of the New York Real Property Law provides that in charging insurance premiums to Unit Owners, consideration may be given to the higher premium rates on some units than others. The insurance coverage described herein meets the requirements of Sponsor's lender.

The insurance scheduled for the Condominium does not cover fire and casualty losses to the contents of individual Units, nor does it cover replacements of or additions to the fixtures and improvements in individual Units, or liability coverage for occurrences within units. Unit owners will be responsible for purchasing such insurance at their own cost and expense. It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of obtaining coverage for one or more of such risks and as to the amount of such coverage.

The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(10) Management Fees $ 16,000

The Condominium will be managed by MQ Property MGMT LTD, having principal offices at 52A West 8th Street, New York, NY 10011. The period of the initial management agreement shall be for one (1) year at an annual fee of $16,000, payable in equal monthly installments of $1,333.33. The MQ Property MGMT LTD has no affiliation with the Sponsor. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(11) Legal Fees & Audit Fees $ 10,000

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition the accountant will be responsible for filing federal, state and city income tax returns. A written quote for these services has been obtained from Czarnowski & Beer, LLP, One Penn Plaza, Suite 6294, New York, NY 10119. The amount set aside for these services is $7,500. Legal fees of $2,500 will also be set aside, both to engage counsel on retainer and to cover miscellaneous legal matters which may arise during the first year of operation. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(12) Administrative and Miscellaneous Expenses $ 10,000

Administrative and miscellaneous costs cover photocopying, faxing, postage, messenger services as required. Bank fees and charges are also included. Various permits and/or inspections by city and state agencies may be required throughout the year. In addition, there may be unforeseeable fees, corporate and other taxes, or licensing expenses which the Condominium may be required to pay. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(13) Commercial Unit Real Estate Taxes $0

Projected assessed value of the condominium and its real estate taxes were calculated for 2022/2023 tax year. The class 2 residential tax rate in which a tax rate of $12.235 per $100 of assessed valuation was utilized. Based on assessed value of $1,944,641 the six month period January 1, 2023 – June 30, 2023 (2nd half 2022/2023 tax year) an estimate tax of $118,963 was calculated. For the second half of the 2023 calendar year (July 1, 2023 – December 31, 2023) which coincides with the first half of the 2023/2024 tax year and tax rate of $12.235 per $100 of assessed value was utilized. The anticipated tax assessment for the period is $2,100,212 for an estimated tax of $128,480. The total tax for 2023 is therefore anticipated to be $247,443 of which the 6% percentage of the commercial unit will amount to $14,846.58. Notwithstanding the foregoing, although the Commercial Unit will be owned by the Condominium The projected date of the sale of the Commercial Unit is on or around March 1, 2023. However, the date of such sale is not guaranteed other than such sale must occur no later than the first anniversary of the First Unit Closing. Accordingly, the real estate taxes will be paid by Sponsor until such sale of the Commercial Unit. Following the sale of the Commercial Unit to the Condominium Board, the real estate taxes for the Commercial Unit will be deemed a Common Expense payable by all Unit Owners pursuant to their percentage of Common Interest.

Real estate tax calculations as described above have been provided by Korngold Powers

LLP, 60 East 42nd Street, New York, NY 10165, in a letter dated May 25, 2022.

(14) Contingency $ 4,946

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items which may be needed within the first five years of the Condominium's operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all unit owners. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

(15) 10% Replacement Reserve $ 17,506

This budget item is intended for use in capital replacement or repair projects for the Condominium. These funds are for future potential capital projects the Condominium may experience, which may or may not exceed the funds collected with the budgetary item. It is also not related to Contingency expense also provide within the Budget. Sponsor expresses no opinion as to whether this reserve fund will be sufficient to pay for major capital improvements or replacements which are reasonably foreseeable within the first five years following the First Closing. If such fund is not sufficient, Unit Owners of the Condominium will have to fund any such improvements and replacements themselves, either through increases in common charges, assessments, or some other means. The Residential Units are responsible for 94% and Commercial Unit for 6% of this expense.

In the opinion of MQ Property MGMT LTD, the projected income for the Units of the Condominium is adequate to meet the estimated expenses for the first year of Condominium operation commencing January 1, 2023. The budget, however, is not intended, and should not be taken, as a guaranty by anyone that the annual Common Charges or Common expenses for the first or any subsequent year of operation of the Property will be as set forth in the Budget. In fact, it is likely that the actual income and expenses for the first year of Condominium operation will vary from the amounts shown in the Budget.

GENERAL

The budget and any item contained in the budget may be modified from time to time prior to the commencement of, or during, condominium operation to add or delete budgeted items or to increase or decrease one or more budgeted items. Any reserve for contingencies does not include a reserve for capital replacements or repairs, for which no provision is made under this budget. Reference should be made to the Section of the Plan entitled **"Working Capital Fund; Closing Adjustments with Condominium Board; Reserve Fund"** for a discussion of reserves, if any, which may be used for capital replacements.

IN THE OPINION OF SPONSOR, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED COMMON EXPENSES FOR THE FIRST FISCAL YEAR OF CONDOMINIUM OPERATION COMMENCING JANUARY 1, 2023. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON

CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

If the actual or anticipated date of commencement of condominium operation is delayed more than six (6) months from the budget year projected in the Plan, the Plan will be amended to include a revised budget disclosing then-current projections. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days after the Presentation Date of such amendment to rescind his Purchase Agreement, and, if not otherwise in default, have his Down Payment refunded. Sponsor must return the Down Payment of any such rescinding Purchaser within a reasonable period of time. In addition, Sponsor may not declare the Plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Plan.

Sponsor reserves the right to enter into additional or other service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium upon commencement of condominium operation. Sponsor shall not, however, enter into any binding service, maintenance, employment, concessionaire or other agreements that will materially increase the first year's projected Common Charges or that will be binding on the Condominium for a period of more than two (2) years from the commencement of condominium operation, unless disclosed in an amendment to the Plan. Sponsor will not engage in sweetheart deals while it controls the Condominium Board.

Sponsor anticipates (but does not warrant or represent) that the first Unit Closing will occur by January 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit, occurs later than December 31, 2023, which is twelve months after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, Purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve months beyond that amended, later date. However, even if the first closing occurs before December 31, 2023, Sponsor may schedule the Closings of title to other units significantly later than such date. Unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, that Sponsor cannot convey title to a Unit on or before twelve months from the date of the purchase agreement, affected purchasers will be offered a right of rescission.

SCHEDULE B-1 – PROJECTED BUDGET FOR INDIVIDUAL UNIT ENERGY COSTS

ESTIMATED SCHEDULE OF RECEIPTS AND EXPENSES FOR FIRST FULL YEAR OF OPERATION JANUARY 1, 2023 TO DECEMBER 31, 2023

Sponsor hereby adopts and incorporates into this Plan the projections for energy consumption costs by the Condominium during the first year of Condominium operation, prepared by Gabor M. Szakal Consulting Engineers, P.C., dated July 17, 2022, a copy of which is attached below.

These projected costs cover the anticipated electric usage within each Unit, including central air conditioners for cooling, kitchen appliances, laundry and lighting. Individual electric usage is estimated based on appliance count and type, approximate usage and occupancy.

Annual Cost of Electricity (Estimate)

Unit	Approx. Area (Sq. Ft)	Annual Electric Consumption (Kwh)	Rate per Kwh	Annual Electricity Cost
COMM				
1	2,584 (Duplex)	15,890	$0.31	$4,926
2	2,082 (Simplex)	11,640	$0.31	$3,608
3	2,082 (Simplex)	11,640	$0.31	$3,608
4	2,082 (Simplex)	11,640	$0.31	$3,608
5	2,082 (Simplex)	11,640	$0.31	$3,608
6 (PH)	2,797 (Duplex)	17,690	$0.31	$5,484

These projected costs of anticipated gas usage within each Unit are included in the Common Charges.

GABOR SZAKAL

July 17, 2022

Twenty-First Lofts, LLC
c/o Pauline Oudin
90 Greene Street, #4
New York, NY 10012

Re: Energy Calculations for Iron Lofts Condominium
29 West 21st Street, New York, NY

Dear Pauline,

Per your request we have estimated the annual energy and utility costs for the 29 West 21st Street Residential Building. The estimates given below are based on each unit having central air conditioning (cooling), gas cooking, hot water provided from central water heaters, and individually metered Con Edison electrical service.

ELECTRICAL USAGE CALCULATIONS:

1. Electrical Energy Estimates for Apartments

Apartment Unit Type	Floor Area
Unit 1 (Duplex: 1st Fl + Cellar)	2,584 sq. ft.
Typical Units (Unit 2-5)	2,082 sq. ft.
PH Unit (Duplex: 6th Fl + PH)	2,797 sq. ft.

Assumptions:
Ltg. & Misc Loads: 3 watts/sq. ft. @ 50%, 6 hrs/day.
Air Conditioning: 100 days @ 10 hrs/day = 1,000 equivalent full load hours per season.

Energy Usage Calculations:

Unit 1 (Duplex: 1st Fl + Cellar)
Ltg. & Misc. Loads:
2,584 sq. ft. x 3w/sq. ft. x .5 x 6 hrs/day x 365 days = 8,490 kwh
Air Conditioning:
7.4kw x 1,000 hrs = 7,400 kwh
Total Lightning and Air Conditioning = **15,890 kwh**
15,890 kwh @ $0.31/kwh = $4,926 per year, (or avg. of $410.50/month).

Typical Unit (Units 2-5)
Ltg. & Misc. Loads:
2,082 sq. ft. x 3w/sq. ft. x .5 x 6 hrs/day x 365 days = 6,840 kwh
Air Conditioning:
4.8kw x 1,000 hrs = 4,800 kwh
Total Lighting and Air Conditioning = **11,640 kwh**
11,640 kwh @ $0.31/kwh = $3,608 per year for each typical unit (or an average of $300.70/month).

Gabor M. Szakal Consulting Engineers, P.C.
54 West 21st Street, New York, NY 10010 T 212.255.2626 F 212.255.3335 E gszakal@gaborszakal.com

GABOR SZAKAL

PH Unit (Duplex: 6th + PH)

Lighting & Misc. Loads:

2,797 sq. ft. x 3w/sq. ft. x .5 x 6 hrs/day x 365 days	=	9,190 kwh
Air Conditioning:		
8.5kw x 1,000 hrs	=	8,500 kwh
Total Lighting and Air Conditioning	=	**17,690 kwh**

17,690 kwh @ $0.31/kwh = $5,484 per year, (or avg. of $457/month).

2. Common Area & House Loads

Area: Building Service Areas: 850 sq. ft.
Hallways & Stairways: 1,300 sq. ft.

Assumptions:
Ltg. & Misc. Loads in Hallways & Stairs: @ 0.5 w/sq. ft., 24 hours
Ltg. & Misc. Loads in Bldg. Spaces: 1.5 w/sq. ft. @ 50%, 10 hrs/day
Fans, Pumps, Water Pressure Booster: @ 8 hrs/day, 365 days
Elevator: @60%, 3 hrs/day

Energy Usage Calculations:

Ltg. & Misc. Loads in Hallways & Stairs:		
0.5 w/sq. ft. x 1,300 sq. ft. x 24 hrs/day x 365	=	5,694 kwh
Ltg. & Misc. Loads in Bldg. Service Areas:		
1.5 w/sq. ft. x 0.5 x 850 sq. ft. x 365 days x 8 hrs/day	=	1,861 kwh
Fans, Pumps, Water Pressure Booster		
5 kw x 365 days X 8 hrs/day	=	14,600 kwh
Allowance for misc. equipment	=	3,000 kwh
Elevators:		
10 kw x .6 x 3 hrs/day x 365 days	=	6,570 kwh
Total Energy Usage	=	**31,725 kwh**

31,725 kwh @ $0.31/kwh = $9,835 per year

WATER AND SEWER CHARGES

1. Residential Units

Assumptions:
85 Gal./day/person, 3 person/apt.
Total domestic water consumption per Apartment:
85 x 365 x 3 = 93075 Gal/year = 124 HCF/Year (Hundred Cubic Feet)

Estimated water and sewer charges for residential water usage @ $11.13 per HCF
6 units x 124 HCF x $11.13/HCF = $8,280 per year.

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GABOR SZAKAL

GAS USAGE CALCULATIONS

1. Central Heating and Hot Water for the Building

Gas-fired Boiler (315,000 Btu/hr capacity)
Gas-fired Domestic Water Heater - @ 199,000 Btu/hr

Estimated annual energy usage for space heating based on historical data:
Boiler: 566,800 MBH/yr
5,668 therm X $2.20/therms = **$12,470 per year.**

Estimated annual energy usage for domestic water heating:
40% of total domestic water use, 55° avg. temp. rise
6 units x 37,230 Gal/yr x 500 x 55 = 10,540 Mbtu/yr
1,054 x $2.20/therm = **$2,319 per year**

2. Residential Gas Usage for Cooking

Estimate 65,000 Btu ranges @ 25%, 0.5 full hour per day, 300 days per year
6 units x (65,000 x 0.25) x 0.5 x 300 = 178 therms/yr
178 x $2.20/therm = **$392 per year**

The foregoing are budget figures based on best estimate using available design information, utility rates and projections for usage patterns. It is not possible to predict how closely the budgeted cost figures will reflect the actual costs of gas, electricity, and utility charges because such costs will vary with the level of consumption and the price of energy. Consumption will also be affected by severity of weather and by any conservation measures mandated by authorities, or voluntarily adopted by the unit owner. Please call should you have any questions.

Very truly yours,

Gabor M. Szakal, P.E.



Gabor M. Szakal Consulting Engineers, P.C.
54 West 21st Street, New York, NY 10010 T 212.255.2626 F 212.255.3335 E gszakal@gaborszakal.com

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

As set forth in the opinion of counsel below the Common Interest percentages allocated to each Unit in the Condominium have been allocated in the manner prescribed by Real Property Law section 339-i(1)(iv): based on the floor space of each Unit, 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.

COMPASS

OPINION PURSUANT TO REAL PROPERTY LAW SECTION 339-i.

October 3, 2021

Twenty-First Lofts, LLC
c/o Pauline Oudin
90 Greene Street, #4
New York, NY 10012

RE: Iron Lofts Condominium
29 West 21st Street, New York, NY 10010 ("Property")

Ladies and Gentlemen:

This letter is written with respect to the Plan of Condominium Ownership of the Property, and the allocation of the Percentages of Common Interest to the Units located therein.

We have reviewed the allocation of Common Interests shown on Schedule A to be included in the Offering Plan for the Premises. It is our opinion that the Percentages of Common Interest allocated to Units as set forth in Schedule A comply with the method of allocation contained in Section 339-i (1) (iv) of the New York Condominium Act and that such allocations have been based upon floor space, subject to the locations of such space and additional factors of relative value to other units 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 in accordance with subsection (iv).

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

Compass Real Estate is licensed as a real estate broker under the laws and regulations of the State of New York and is actively engaged in the sales of residential property including cooperative and condominium apartments in New York City and nationwide

This firm will act as the exclusive sales and marketing broker for the property. We have no beneficial interest in the Sponsor and no interest in the profits of this Offering Plan other than the commission due for the sale of the condominium units.



Daren J. Herzberg
Licensed Associate Real Estate Broker | Compass Real Estate

Babst + Herzberg Team | Daren J. Herzberg
917 494 8909 | 110 Fifth Avenue, New York, New York 10011 | dherzberg@compass.com

THE COMMERCIAL UNIT

The Condominium will contain one (1) Commercial Unit which the Condominium Board shall purchase from Sponsor no later than the first anniversary of the First Unit Closing. The Sponsor may lease the Commercial Unit prior to its sale to the Condominium Board, in which case the Board will take title to the Commercial Unit subject to any such lease. After the closing of the sale of the Commercial Unit to the Condominium Board, the Condominium Board shall then own the Commercial Unit on behalf of the Unit Owners and will use the same in a manner consistent with the provisions of the Condominium's Declaration and By-laws. The projected date of the sale of the Commercial Unit is on or around March 1, 2023.The date of such sale is not guaranteed other than such sale must occur no later than the first anniversary of the First Unit Closing. On August 1, 2022, the Sponsor entered into a five (5) year lease of the Commercial Unit with 3 COFFEE ROASTERS LLC, as tenant ("Commercial Unit Lease"). The Commercial Unit Lease is fully assignable to the Condominium Board. The rental income of the Commercial Unit is $4,700 per month, which income will be utilized as additional income to the Condominium for the benefit of the Residential Units, thereby reducing their responsibility for expenses and the Common Charges payable thereby. However, until the Commercial Unit is sold to the Condominium Board, the Sponsor is retaining ownership of the Commercial Unit and all income derived from the Commercial Unit Lease will be payable to the Sponsor.

The purchase price for the Commercial Unit will be approximately $250,000.00 (not including approximately $15,000 of closing costs, which will be paid from the Condominium's Working Capital account). With respect to such Commercial Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Condominium Board an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Residential Unit purchased in proportion to the Common Interest appurtenant to all Residential Units (i.e., all Units excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A ("Share of Commercial Unit Purchase Price", "Purchase Prices and Related Information" in Part I of the Plan. The Share of Commercial Purchase Price collected at closing shall only be used for the purchase of the Commercial Unit and shall not be used for operating expenses or otherwise.

The Condominium Board will pay all of the same closing costs to purchase the Commercial Unit as any other Purchaser would pay to purchase a Residential Unit under this Plan. The closing costs for the Commercial Unit will be paid from the initial Working Capital Fund to be established out of payments made on account thereof by Purchasers at the closings of the purchase of the Residential Units. To the extent any such closing costs are advanced by Sponsor, the Condominium Board shall use subsequent contributions to the Working Capital Fund to promptly reimburse Sponsor for all such amounts.

Sponsor reserves the right at any time following the first anniversary of the First Closing to cause the Condominium Board to borrow funds sufficient to pay Sponsor the aggregate amount of the then unpaid portion of the purchase price for the Commercial Unit. Any mortgage given by the Condominium Board in respect of such loan shall be secured solely by the Commercial Unit and shall not constitute or cause any lien to be placed on any other Unit. In such circumstances, however, the additional Common Charges necessary to pay the principal and interest under such mortgage and note shall be allocated exclusively to the Residential Units in

proportion to the Common Interest appurtenant to all Residential Units (i.e., all Units excluding the Commercial Unit).

In the event the Condominium Board defaults under such note and mortgage, including, but not limited to a default resulting from the Condominium Board's failure to pay the balance of the purchase money note due at maturity, the lender may foreclose on the Commercial Unit and, if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium may no longer own the Commercial Unit and, accordingly, the income generated thereby may no longer be available to reduce the Common Charges payable by the Residential Unit Owners.

The Commercial Unit may be used for any lawful non-residential purpose that does not involve the preparation of food that would require exterior ventilation, provided such use is in compliance with applicable zoning and other governmental regulations and does not violate the then existing Certificate of Occupancy covering such Commercial Unit, and the Commercial Unit may be subdivided into any lawful configuration, including, but not limited for the use of the space for retail or offices (subject to the terms of the Condominium Declaration and By-Laws). As noted above, the Sponsor entered into the Commercial Unit Lease on August 1, 2022. The Commercial Unit Lease is fully assignable to the Condominium Board.

The Commercial Unit will have its own entrances. In addition to the Common Charges, the Commercial Unit Owner shall pay electric charges for the Commercial Unit as directly metered by the utility company. The Commercial Unit Owner has the right to subdivide the Unit, subject to applicable governmental regulations and the provisions of the Declaration and By-Laws of the Condominium.

In addition to any other signage and or use of the exterior walls and the storefronts, the Commercial Unit Owner may install nameplates and/or identification signs on the exterior of the Building, provided that such nameplates and/or identification signs, comply with all applicable municipal codes and/or regulations.

The Common Charges payable with regard to the Commercial Unit is sufficient to cover the expenses fairly attributable to such Unit. After the closing of the sale of the Commercial Unit to the Condominium Board, the carrying costs associated with the Commercial Unit (e.g., common charges and real estate taxes) will be included in the Common Charges payable by the Residential Unit Owners, which amounts will be based on the "Percentage of Net Common Interest" set forth in Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. (The "Percentage of Net Common Interest" does not include an allocation of Common Interest to the Commercial Unit). Prior to the Closing of the Commercial Unit to the Condominium Board, the Commercial Rental Income received by the Sponsor will be applied towards the carrying costs associated with Commercial Unit (e.g., common charges and real estate taxes). The Commercial Rental Income will not be applied to the First Year Budget but used to pay for all costs associated with the Sponsor's ownership of the Commercial Unit until the Commercial Unit is sold to the Condominium Board. Following the Closing of the Commercial Unit, the Commercial Unit Lease will be assigned to the Condominium Board and it will be entitled to receipt of the Commercial Rental Income for the duration of the Commercial Unit Lease.

CHANGES IN PRICES AND UNITS

Changes in Price and Terms of Sale

Subject to the conditions hereinafter set forth, Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without prior notice or prior amendment to the Plan and without the consent or approval of any Selling Agent, any Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party, to change the Purchase Price, the manner of payment and any other term of sale of any Unit as permitted by the terms of this Plan, except that, unless an affected Purchaser consents, no material change to a Unit's size, layout or percentage of Common Interest with respect to any Unit for which a Purchase Agreement is then in effect and with respect to which the Purchaser is not in default. Further, unless all purchasers consent, no material change will be made in the size of the Common Elements and no material adverse change will be made in the quality of the Common Elements.

Changes in the Purchase Prices set forth in Schedule A will be made pursuant to a duly filed amendment to the Plan when such change in price is an across-the-board change affecting one or more lines of Units or Unit models or is to be advertised or is a price increase for an individual Purchaser. As set forth in the Footnotes to Schedule A, Purchase Prices are negotiable. Accordingly, unless it would constitute a prohibited discriminatory inducement, Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Units at prices less than those set forth in Schedule A without filing an amendment.

If Sponsor changes the Purchase Price of one or more Units, the Purchaser of such Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same Common Interest. Such a price change, however, will not alter the Common Interest of, or the amount of the Common Charges payable by, the owners of Units.

Changes of Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size or number of Unsold Units, by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units (e.g., hallways), provided that any such portion of the Common Elements so taken (i) shall be of immaterial nature and size; (ii) shall only serve or be accessible to the Units taking such portion of the Common Elements for exclusive use; (iii) shall thereafter be maintained by the Unit benefitting therefrom; (iv) shall not change the allocation of Common Interests; and (v) shall not affect access or service to other Units or the Common Elements. No material change will be made in the size, and no material adverse change will be made in the quality, of Common Elements unless all Purchasers consent. Any such change will be reflected in an amendment to this Plan and, when applicable, to the Declaration.

Rescission is for very limited circumstances, and will be offered only if the change is necessary to comply with a change of law/regulation or a change in site conditions, all of which must be unforeseeable and beyond the Sponsor's control.

As long as the layout and dimensions of a Unit conform to the Floor Plans, subject to immaterial inaccuracies, a Purchaser will not be excused from purchasing his Unit for such reason and will not have any claim against Sponsor as a result of such deviation.

If Sponsor changes the size or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. The aggregate amount of the Common Interests of all the Units, however, will always remain at 100%. As a result of any reapportionment of the Common Interests appurtenant to Unsold Units, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary. Sponsor shall submit a new letter pursuant to Real Property Law section 339-i to reflect any such changes.

The Plan will be amended to reflect any change in the size or number of Units, their respective Common Interests, or the size or quality of the Common Elements. A decrease in a Unit's interior square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of interior square footage or less is not material.

As more particularly provided in the Declaration, Sponsor or any Sponsor Successor, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, provided the Common Element space is not decreased, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. No change of a Unit's Common Interest will be made, however, without the prior written consent of the owner of such Unit having been obtained.

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

INTERIM LEASES

Sponsor reserves the right to rent or lease vacant Units to Purchasers at any time, both before and after the First Unit Closing, and to non-Purchasers following the First Unit Closing. Once a Purchase Agreement is accepted for a vacant Unit, however, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof pursuant to an **"Interim Lease"** on the terms set forth in this Section. If an Unsold Unit is rented prior to the First Closing such Unit will be rented pursuant to the terms of an interim lease agreement with the Purchaser or Purchasers for which the Unit is then under contract. Interim Leases 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.

An Interim Lease shall be prepared on the form of lease set forth in Part II of this Plan. The term of each such Interim Lease shall expire on the earliest to occur of: (i) the date of closing of title to the Unit covered by such Interim Lease; (ii) the date fixed in the Interim Lease for the expiration of the term; (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit; or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under Applicable Laws.

Interim Leases shall also be subject to the Condominium's Smoking Policy, to wit, smoking (including hookahs, "vapes," "e-cigs" and similar devices) is prohibited in all indoor areas of the Building (including all Units) and in all outdoor areas of the Building (including all yards and terraces).

An uncured default by the Purchaser-tenant under the Purchase Agreement will constitute a default under the Interim Lease. A default in the performance or observance of the terms and conditions of the Interim Lease will also be a default under the terms of the Purchase Agreement and will permit Sponsor to cancel the Purchase Agreement in accordance with its terms, after the expiration of not less than thirty (30) days following demand therefor by Sponsor. The Purchaser-tenant will be required to vacate his Unit within not less than thirty (30) days after notice is sent of Sponsor's intent to cancel the Purchase Agreement, provided that the Purchaser-tenant fails to cure any such default within the applicable grace period, if any, with TIME BEING OF THE ESSENCE. Before a default under the Interim Lease may be declared a default under the Purchase Agreement, however, either: (i) Sponsor must obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser-tenant; or (ii) the Purchaser-tenant must have vacated the Unit. Notwithstanding the foregoing, the form of Interim Lease provides (in its paragraph 6(i)) that each such Purchaser-tenant agrees and consents to the entry of a judgment of possession and the issuance forthwith of a warrant of eviction, in accordance with, and subject to, Applicable Law.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon his surrendering possession of his Unit and leaving the same vacant, in good condition and

broom clean within thirty (30) days after he elects to terminate or rescind. He must also pay any rent then due and payable under his Interim Lease. In the event that an Interim Lease is terminated for a reason other than the closing of title to him/her of such Unit, Purchaser-tenant shall become obligated to pay to the Sponsor liquidated damages in the amount of $500 per diem for each day after the expiration of the occupancy period set forth in the Interim Lease that he/she shall remain in possession. Nothing contained herein shall relieve any Purchaser of liability for damage to his Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Unit's Purchase Price.

The right of Sponsor, or any Sponsor Successor, to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unsold Unit from Sponsor or such Sponsor Successor on the same terms offered to the prospective tenant or occupant.

In the event the Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any Applicable Laws that may be in effect with respect to such Unit at the time of such abandonment. Additionally, a Purchaser-tenant under an Interim Lease may, if the Plan is abandoned, cancel such lease and vacate the premises upon ninety (90) days' written notice to Sponsor, or Sponsor Successor if applicable, sent to the address set forth on the cover page of this Plan.

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

PROCEDURE TO PURCHASE

General

A Person desiring to purchase a Unit will be required to execute, in quadruplicate, a Purchase Agreement in the form set forth in Part II of this Plan. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and, before being executed, should be read carefully by the prospective Purchaser and his legal or financial representative.

Lead-Based Paint

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

Delivery of Purchase Agreement

The form of Purchase Agreement (set forth in Part II of this Plan) includes a provision pursuant to which the Purchase Agreement may be executed in multiple counterparts which, when taken together, shall form a fully executed and binding agreement. A purchaser will be afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement. Accordingly, a prospective Purchaser desiring to purchase a Unit should deliver at least one (1) copy of the executed Purchase Agreement to the Sponsor, in care of Cozen O'Connor, 3 WTC, 175 Greenwich Street – 55th Floor, New York, New York 10007, by mail, overnight courier, e-mail, fax or such other digital transmission. Sponsor is under no obligation to countersign and return a fully executed and binding Purchase Agreement until Purchaser has delivered the sum equal to ten percent (10%) of the purchase price (or such lesser amount as may be mutually agreed-upon between Purchaser and the Sponsor) (the **"Down Payment"**), by personal check, bank check, attorney escrow check or wire transfer of immediately available funds to the order of **"Cozen O'Connor, as Escrow Agent."**

Within twenty (20) days after receipt of the Purchase Agreement from a prospective Purchaser, Sponsor will either accept the Purchase Agreement or reject it. If no action is taken within the twenty (20) days, the Purchase Agreement shall be deemed rejected. In all situations where the Purchase Agreement is rejected, the Down Payment will be refunded to the prospective Purchaser without interest. If Sponsor elects to accept the Purchase Agreement, a countersigned Purchase Agreement will be returned to Purchaser (or its attorney).

Purchasers who were not afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement will be afforded not fewer than seven days after delivering an executed Purchase Agreement together with the required Down Payment to rescind the Purchase Agreement and have the full Down Payment refunded promptly. Any Purchaser who wants to exercise such right of rescission (to the extent available) must either

personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven day period.

Payment of Purchase Price

Each Purchaser shall deliver his check or wire transfer payable to the order of "Cozen O'Connor, as Escrow Agent" in the amount of the Down Payment, subject to collection, simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to Sponsor at the Closing.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under the Purchase Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Sponsor, must be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association and made payable to the order of Sponsor; except that at the request of Sponsor made at or prior to the closing, the Purchaser will pay the balance of the Purchase Price to such payees as Sponsor directs.

If any check for any payment to be made by the Purchaser under the Purchase Agreement (including, without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Sponsor may, in that event, cancel the Purchase Agreement and, notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

Financing

As more fully described in **"Special Risks"** and in the Purchase Agreement, a Purchaser's obligations to purchase his Unit under his Purchase Agreement will NOT be contingent upon the Purchaser obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing. If the Purchaser cannot close on his/her purchase due to the unavailability of financing, or for any other reason, the initial Down Payment and the Supplemental Down Payment will be forfeited to the Sponsor pursuant to the terms of the Purchase Agreement.

THAT MEANS THAT, IN SUCH EVENT, THE PURCHASER WILL BE OBLIGATED TO FUND HIS/HER PURCHASE THROUGH ALTERNATE MEANS; IF THE PURCHASER CANNOT CLOSE ON HIS/HER PURCHASE DUE TO THE UNAVAILABILITY OF FINANCING, OR FOR ANY OTHER REASON, THE DOWN PAYMENT WILL BE FORFEITED TO THE SPONSOR PURSUANT TO THE TERMS OF THE PURCHASE AGREEMENT.

Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms or costs of such financing. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the apartments in the building or group of buildings, which, in some cases, may be as high as 70%. In addition, certain lenders will not offer mortgages in a building with as few units as the Building. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Please see **"Special Risks"** and **"Closing of Title to Units and Terms of Sale."**

The Sponsor shall have no liability to any Purchaser if his/her application for financing is not accepted, or fails to meet any conditions set forth in any mortgage commitment. The Sponsor makes no representations regarding the availability or terms of financing. Prospective Purchasers who require financing are advised to consult with a lending institution BEFORE execution of a Purchase Agreement.

The Escrow Agent

The law firm of Cozen O'Connor, with an address at 3 WTC, 175 Greenwich Street – 55th Floor, New York, New York 10007, telephone number 212-883-4954, shall serve as escrow agent (**"Escrow Agent"**) for the Sponsor and Purchasers. Escrow Agent has designated the following attorneys to serve as signatories: Ed Weisz, Geoffrey Ferrer and Dan Harrington.. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, any Selling Agent, any Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at JP Morgan Chase, 4 NY Plaza, New York, New York 10004 (the **"Bank"**), a bank authorized to do business in the State of New York. The escrow account is entitled "Cozen O'Connor, as Escrow Agent for Iron Lofts Condominium" (the **"Escrow Account"**). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. If a Purchaser's Down Payment, together with any other funds of such Purchaser in deposit accounts at the Bank, exceed $250,000, the excess above $250,000 will not be federally insured.

All Down Payments received from Purchasers shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of "Cozen O'Connor, as Escrow Agent."

Any funds advanced for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement.

All Down Payments will be placed initially in a non-interest bearing portion of the Escrow Account. If a Down Payment is accompanied by a properly completed and duly signed IRS Form W-9 or Form W-8 (as applicable), the Down Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (excluding advances made for upgrades, extras, or custom work). In the event that the Bank rejects Purchaser's Form W-9 or Form W-8, the Escrow Agent shall notify Purchaser (or its attorneys) of said rejection and the Down Payment will remain in the non-interest bearing portion of the Escrow Account until a corrected Form W-9 or Form W-8 is presented by Purchaser and accepted by the Bank, at which time the Down Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (excluding advances made for upgrades, extras, or custom work). If a Purchaser does not deliver a completed and signed Form W-9 or Form W-8 (as applicable) or does not correct a previously delivered form that has been rejected by the Bank, the Down Payment will remain in the non-interest bearing portion of the Escrow Account.

The interest rate for all deposits made into individual interest bearing sub-escrow accounts shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Down Payment into an individual interest bearing sub-escrow account. All interest earned thereon shall be paid or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Before Down Payments are transferred into an Escrow Account at a different Bank, or if the Escrow Agent is replaced, the Plan will be amended to provide the same full disclosure as set forth in this Section "Procedure to Purchase" with respect to Escrow Account at a different Bank, the new Escrow Agent and the updated Purchase Agreement.

The Purchase Agreement

The form of Purchase Agreement is attached hereto in Part II of this Plan. The relevant escrow trust fund provisions are included in the Rider annexed to the Purchase Agreement, which must be executed by the Escrow Agent in addition to the Sponsor and the Purchaser.

Notification to Purchaser

Within five (5) business days after the fully executed Purchase Agreement has been tendered to Escrow Agent along with the Down Payment, the Escrow Agent shall sign the Rider to the Purchase Agreement and place the Down Payment into the Escrow Account. Within ten (10) business days of placing the Down Payment in the Escrow Account, Escrow Agent shall provide written notice to the Purchaser confirming the receipt of the Down Payment. The notice shall provide the account number and the initial interest rate, if any, to be earned on the Down Payment. Any funds advanced for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance with the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Down Payment is placed in the Escrow Account. If the Purchaser does not receive notice of such placement within fifteen (15) business days after tender of the Down Payment, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and the Down Payment to Escrow Agent.

Complaints regarding 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 Down Payment 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.

Release of Funds

All Down Payments, except for funds advanced for upgrades, extras, or custom work in connection with the Purchase Agreement, are and shall continue to be the respective Purchasers' money, and may not be commingled with any other money or pledged or hypothecated by the Sponsor, as per General Business Law §352-h.

Under no circumstances shall the Sponsor seek or accept release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to General Business Law §§352-e(2-b) and 352-h.

The Escrow Agent shall release the Down Payment if so directed:

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

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

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

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

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

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

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

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.

Waiver Void

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

Miscellaneous

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.

The Escrow Agent will maintain all records concerning the Escrow Account for seven (7) years after the closing of such account. In the event of a dissolution of Escrow Agent, the former partners or members of the law firm serving as Escrow Agent shall make appropriate arrangements for the maintenance of the aforementioned records, whether by such former partner or member or by the successor firm, and shall notify the Department of Law of such transfer.

A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and in the Agreement Escrow Agent shall acknowledge its fiduciary and statutory obligations, in each case, to the extent applicable under GBL §§ 352(e)(2-b) and 352(h).

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.

Damage to Units; Risk of Loss

If a Purchaser becomes the tenant or actually occupies a Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, then to the extent such damage is not covered by the Condominium's insurance, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests,

invitees or workmen. No Purchaser shall have the right to occupy a Unit purchased by him prior to the closing of title unless Sponsor agrees to permit same under an Interim Lease or other written agreement.

Except as set forth in the preceding paragraph, all other risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. If Sponsor, or in the event the Declaration is filed, the Unit Owners, do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, Purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor (or the Unit Owners, as the case may be) elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired, as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) the condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligation of the interim lessee to cure, or that are caused by the act or omission of the interim lessee. Sponsor will endeavor in good faith, and with reasonable diligence, to remove, subsequent to closing, all violations of record it is obligated to correct.

Events of Default

If a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his Unit, (ii) defaults in performing some other obligation under the Purchase Agreement, or (iii) is or becomes a tenant or occupant of the Building and is evicted (whether by voluntary removal or by court order), for failure to pay rent or to perform some other lease or tenancy obligation, Sponsor's sole remedy under the Purchase Agreement will be to cancel said Purchase Agreement by sending written notice to such Purchaser and, if such Purchaser shall fail to cure such default within thirty (30) days after the giving of such notice, to retain, as and for liquidated damages, the Liquidated Sum. Any payments received by Sponsor in excess of the Liquidated Sum, together with interest earned on such excess payments, if any, shall be refunded to the Purchaser within fifteen (15) days after cancellation. **THE CURING OF SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD IS OF THE ESSENCE OF THIS AGREEMENT. THIS MEANS THAT, UPON THE PURCHASER'S FAILURE TO CURE HIS DEFAULT WITHIN SUCH PERIOD, THE PURCHASE AGREEMENT SHALL BE DEEMED CANCELLED AND SPONSOR MAY RETAIN THE LIQUIDATED SUM AS DAMAGES.** If a Purchaser is or becomes a tenant or occupant of the Building and fails to pay rent or otherwise to comply with his lease or tenancy obligations or vacates or abandons his Unit, then Sponsor may cancel his Purchase Agreement as set forth above whether or not such Purchaser is evicted from the Building by reason thereof. If, however, such person is not evicted from the Building by reason of such default, vacating or abandonment, Sponsor shall return to such Purchaser all monies deposited under his Purchase Agreement, together with the interest earned thereon, if any.

If a Purchase Agreement is cancelled, both Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Sponsor shall be free to sell the Unit to another Person as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

If, however, (i) a Purchaser rescinds a Purchase Agreement, that Purchaser will receive a refund of their Down Payment, together with all interest earned thereon, but will only receive the unexpended portion of any funds advanced to Sponsor for upgrades, extras, and/or custom work; and (ii) the Plan is withdrawn or abandoned by Sponsor, all Purchasers in good standing will be sent written notices thereof and within five (5) days after an amendment abandoning the Plan is filed with the Department of Law, all Down Payments paid to Sponsor pursuant to Purchase Agreements then in effect, together with any interest earned thereon, and any additional sums advanced by Purchasers in connection with custom work (regardless of whether any such sums have been expended), will be returned to Purchasers in good standing.

A person who takes possession of a Unit prior to Closing assumes the risk of losses not covered by the Condominium's insurance; consequently, such a Purchaser may find it desirable to obtain additional insurance coverage to cover such potential losses.

Neither the Plan nor the Purchase Agreement may contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the GBL.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed, by serving notice on each Purchaser stating the date of the First Unit Closing and setting each Purchaser's closing date. Each such notice shall be served in compliance with Attorney General regulations not less than thirty (30) days before the date set for the Closing of such Unit. Purchasers may waive such 30-day provision by executing a waiver.

It is anticipated that the First Unit Closing will occur on or about January 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing, or (ii) the projected date of the First Unit Closing, occurs later than December 31, 2023, which is one year after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, Purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than one year beyond that amended, later date. However, even if the First Unit Closing occurs before January 1, 2024, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside Closing Date, Sponsor shall not be obligated to schedule the Closing within any specified timeframe or to ensure that the Closing of title to a Unit will occur by any date certain.

If the Purchaser does not close on the date designated for the transfer of title to his/her Unit and such closing must be adjourned to a subsequent date, the Purchaser shall pay to Sponsor's counsel, Cozen O'Connor, an additional closing fee of $500.00, as well as an additional fee in the amount of $500.00 for each default letter that Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00. In addition, if through no fault of Sponsor, a Purchaser shall fail to close on the date fixed

by Sponsor for closing of title to Purchaser's Unit, then Purchaser will: (a) pay (among other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date (provided that such late fee shall at no time exceed the maximum legal interest rate), and (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay. Purchasers shall also be responsible for the payment of an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest appurtenant to all Units (excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan.

Each Purchaser shall be required to execute and deliver to Sponsor at his/her closing a Unit Owner power of attorney in favor of the Condominium Board (in the form set forth in Part II of this Plan). In the event that a Purchaser shall fail, decline or refuse to execute such Unit Owner power of attorney, such Purchaser will be unable to close on the purchase of such Unit and shall be in default of Purchaser's obligations under the Purchase Agreement.

Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchase Agreements shall not be assigned without the prior written consent of Sponsor in each instance. A Purchaser who wishes to assign a Purchase Agreement shall deliver to Sponsor a written request for such consent; such request shall be accompanied by written information regarding the proposed assignee(s), including, at a minimum, his/her name(s), residence address(es), employer(s)' name(s) and address(es), and such other information as Sponsor may reasonably require. If the Sponsor consents to any such assignment of the Purchase Agreement, then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00.

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan. The following provisions will determine whether, when and how the Plan will be declared effective:

1. The Plan may be declared effective by (i) an amendment to the Plan, or (ii) serving notice on each Purchaser that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on the date specified in said notice. The First Unit Closing shall not occur until the amendment declaring the Plan effective is accepted for filing by the Department of Law.

2. The Plan may not be declared effective until written Purchase Agreements have been executed and delivered for at least fifteen percent (15%) of all Units (i.e., at least two of the Residential Units being offered pursuant to this Plan) by bona fide Purchasers, including investors. The Plan will not be declared effective based on Purchase Agreements:

   A. signed by Purchasers who have not been afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement; or

   B. signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or

   C. with any Purchaser who is Sponsor, any Selling Agent or any Managing Agent, or who is a principal of Sponsor, any Selling Agent or any Managing Agent, or is related to Sponsor, any Selling Agent or any Managing Agent or to any principal of Sponsor, any Selling Agent or any Managing Agent, by blood, marriage or adoption, or as a business associate, an employee, a shareholder, a member or a limited partner, except that such a Purchaser other than Sponsor or a principal of Sponsor may be included to the extent permissible under the applicable Regulations promulgated by the Department of Law.

When Purchase Agreements have been executed and accepted for the sale to Purchasers of at least eighty percent (80%) of the Residential Units being offered pursuant to this Plan (i.e., at least six of the Residential Units) offered under the Plan, Sponsor must declare the Plan effective.

3. Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever, provided the Plan neither has been declared effective nor is required to be declared effective as set forth above. After the Plan is declared effective or so required to be declared effective, but before the First Unit Closing, the Plan may not be abandoned except in the event of: (i) a defect in title which cannot be cured without litigation or cannot be cured for less than an amount equal to one-half of one percent of the aggregate offering prices for all of the Units (which amount is currently $103,600.00 but which amount is subject to change based on increases or decreases in the offering prices of the Units); (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than an amount equal to one-half of one percent of the aggregate offering prices for all of the

Units (which amount is currently $103,600.00 but which amount is subject to change based on increases or decreases in the offering prices of the Units); or (iii) the taking of any material portion of the property by condemnation or eminent domain.

The aforementioned $103,600.00 relied upon as a basis for abandonment after this Plan is declared effective does not include any attorneys' fees or any title defect, violation or determination of any authority or regulatory association that exists on the date of presentation of this Plan and either is known to Sponsor or is a matter of public record. Sponsor shall remain obligated to cure defects in title (including, without limitation, liens and violations of record) that are to be cured by, or that result from the acts and omissions of, any tenants of the Building.

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Unit in accordance with the Plan and the terms of the Purchase Agreement for such Unit. However, pursuant to 13 NYCRR § 20.3(q)(7), Sponsor may only limit its legal or financial obligations to cure any inability to deliver marketable title to an Unit if Sponsor plans to abandon this Plan and return Down Payments to Purchasers. If Sponsor shall notify a Purchaser of its refusal to cure any such inability, then Sponsor shall be deemed to have abandoned the Plan and all Purchase Agreements shall be deemed terminated, and each Purchaser shall receive a refund of his Down Payment and any interest earned thereon. In order to effect any such abandonment of this Plan, Sponsor shall file an amendment to this Plan disclosing such abandonment, together with a Form RS-3; once any such abandonment amendment is accepted for filing, Sponsor shall return all Down Payments to Purchasers within five days after acceptance of such amendment by the Department of Law.

Each Purchaser in good standing who refuses to waive any of the aforesaid title defects shall have the right for fifteen (15) days after being notified thereof to rescind his Purchase Agreement and receive all monies deposited thereunder with any interest earned thereon.

4. Subsequent to the First Unit Closing, this Plan may not be abandoned unless at least eighty percent (80%) of the Unit Owners, both in number and in Common Interest, vote to terminate the Condominium. Sponsor will not vote the aggregate Common Interest appurtenant to its Unsold Units for such termination unless at least eighty percent (80%) of the other Unit Owners, both in number and in Common Interest, elect to terminate, in which event Sponsor may choose to vote its Common Interest either in favor of or against termination of the Condominium, as it sees fit. For further discussion, see the Declaration of Condominium, contained in Part II of this Plan.

5. If this Plan is withdrawn or abandoned by Sponsor, all Purchasers will be so notified in writing, and Sponsor shall file an amendment to this Plan and a Form RS-3 with the Department of Law. Within five (5) days after such amendment shall be accepted for filing by the Department of Law, all monies (including but not limited to Down Payments and any monies advanced for custom work costs, regardless of whether such monies have been expended in commission of the custom work) paid to Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to all

Purchasers. Upon the return or retention of such monies, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under this Plan or under such Purchase Agreements.

Notwithstanding the fact that not all Purchasers counted for purposes of declaring the Plan effective may actually close, Sponsor would be required to re-declare the Plan effective in order to consummate the Plan in accordance with 13 NYCRR §20.1(c)(6). If ALL Purchase Agreements are either rescinded or terminated prior to the date of the First Unit Closing, regardless of whether the Condominium Declaration has been recorded, Sponsor would be required to re-declare the Plan effective.

6. After this Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Units for which Purchase Agreements are in effect. The First Unit Closing will be held no sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. The closing of title to each Unit will take place in accordance with the terms of the applicable Purchase Agreement. See the Section above entitled "**Procedure to Purchase**" for a more complete discussion of the events that will occur at each such closing of title.

CLOSING OF TITLE TO UNITS AND TERMS OF SALE

Prerequisites to Closing of Title

The closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

(1) The Plan being declared effective by Sponsor and an amendment to the Plan stating that it has been declared effective having been accepted for filing by the Department of Law;

(2) The recording and filing in the Register's Office of the Declaration, By-Laws and Floor Plans in accordance with the Condominium Act or other Applicable Law and such other documents as may be required by Applicable Law in connection with the submission of the Property to condominium ownership pursuant to the Condominium Act;

(3) The existence of a valid temporary or permanent certificate of occupancy for such Unit. This condition has been satisfied pursuant to the Building's Final Certificate of Occupancy dated January 22, 2010;

(4) The release of such Unit and its appurtenant Common Interest from the lien of all mortgages, unless Sponsor has obtained from the holders of all such mortgages an agreement pursuant to which each such mortgage holder has either: (a) consented to the formation of the Condominium and acknowledged that its lien will be limited to Unsold Units, and/or (b) subordinated the lien of its mortgage to the Declaration;

(5) If the Purchaser of such Unit so requests, the issuance of a title insurance binder insuring fee title to such Unit in the Purchaser, at the Purchaser's expense, subject only to the Permitted Encumbrances and any other title matters which Purchaser consents to take title subject to, which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act (see the Section of the Plan entitled **"Unit Closing Costs and Adjustments"** for an estimate of the cost to the Purchaser to obtain such title insurance);

(6) Delivery to the Sponsor, in proper form for recording, of a duly executed Unit Owner power of attorney in favor of the Condominium Board and Sponsor; and

(7) Delivery to the Purchaser, in proper form for recording, of a duly executed bargain and sale deed with covenants against grantor's acts conveying title to such Unit (the **"Unit Deed"**).

State of Title

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing of title to such Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the **"Permitted Encumbrances"**):

(1) Any state of facts which an accurate survey and inspection made on the date of closing of title to such Unit would show, provided such state of facts (except as set forth below) is not otherwise disclosed in this Plan and does not prohibit the existence and use of the Unit;

(2) Zoning regulations, ordinances, building restrictions and regulations;

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

(4) Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

(5) Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

(6) The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

(7) Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

(8) Agreements, covenants, restrictions and easements of record;

(9) Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of the Unit;

(10) Rights, if any, to maintain vaults and chutes under the sidewalk;

(11) The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in this Plan;

(12) Service, labor, concessionaire and maintenance agreements contemplated under this Plan;

(13) Any Interim Lease with the Purchaser for such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

(14) Any lien, encumbrance or *lis pendens* either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the date of closing of title to the Unit to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee, or (ii) as to which the Purchaser's title insurance company

will insure that the lien, encumbrance or *lis pendens* will not be collected out of or enforced against the Unit;

(15) The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

(16) Party wall agreements, if any;

(17) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

(18) Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Unit or is fully paid for, or (iii) a person or entity other than Sponsor is the debtor thereunder;

(19) The printed exceptions set forth in the Certificate of Title No. CLS-434 of Cityline Abstract, LLC (included in Part II of this Plan), or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a member of the Title Insurance Rate Service Association; and

(20) All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time.

Terms of Sale

The following is a summary of certain material provisions of the Purchase Agreement, but it is not intended as a complete statement of these or other important provisions of the same. For a complete statement of these provisions, please refer to the form of Purchase Agreement set forth in Part II of this Plan:

1) Incorporation of Plan

The Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) as well as all amendments to the Plan duly filed by Sponsor (including, but not limited to, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser, or the Section of the Plan entitled "Schedule B: Projected Budget for the First Year of Condominium Operation") are incorporated into each Purchase Agreement by reference. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The execution and submission of a Purchase Agreement constitutes the Purchaser's acceptance of this Plan and his

agreement to be bound by the terms of the Plan, including all duly filed amendments thereto. Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations hereunder, nor shall they excuse Purchaser from performing any obligation under the Purchase Agreement or entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by Sponsor without the Purchaser's consent or approval, subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents that adversely affects in any material respect the Purchaser's rights, obligations or liabilities under his Purchase Agreement or under the Plan as more specifically set forth in the Section of the Plan entitled "**General**."

Moreover, if, prior to the First Unit Closing, Sponsor amends the terms and conditions contained in this Plan to be more favorable to Purchasers, a Purchaser who executed and submitted a Purchase Agreement before Sponsor amended the terms may elect to benefit from the more favorable terms and conditions, in which event the Purchase Agreement may be amended to reflect such more favorable terms.

Nothing contained in this Plan, the Purchase Agreement or any modifications thereto shall be deemed to constitute a waiver of the Purchaser's rights or an abrogation of Sponsor's obligations under Article 23-A of the GBL.

2) Payment of Purchase Price

Each Purchaser shall deliver his wire transfer of immediately available funds or check made payable to the order of **"Cozen O'Connor, as Escrow Agent"** in the amount of the Down Payment, subject to collection, simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to Sponsor at the Closing.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under the Purchase Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Sponsor, must be made by wire transfer, unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association and made payable to the order of Sponsor; except that at the request of Sponsor made at or prior to the closing, the Purchaser will pay the balance of the Purchase Price to such payees as Sponsor directs.

If any check for any payment to be made by the Purchaser under the Purchase Agreement (including, without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Sponsor may, in that event, cancel the Purchase Agreement and, notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

3) Financing

As more fully described in the Purchase Agreement, a Purchaser's obligations to purchase his Unit under his Purchase Agreement will NOT be contingent upon the issuance to the Purchaser of a mortgage loan commitment.

Thus, the failure to obtain financing will not relieve Purchaser from his obligations under the Purchase Agreement, absent the Sponsor's consent. Should Purchaser fail to obtain financing and be unable to close with alternately-sourced funds, Sponsor shall have the right to declare Purchaser in default under the Purchase Agreement and to retain all components of the Down Payment as liquidated damages, all in accordance with the Purchase Agreement and the provisions of this Plan.

The Sponsor is not making any representations or warranties regarding the availability or cost of financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the apartments in the building or group of buildings, which, in some cases, may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. Some lenders will not make a loan in a building with fewer than 10 apartments. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See **"Special Risks."**

4) Personal Property

All personal property located within the Unit that is owned by Sponsor on the date the Purchase Agreement is signed, or located within the Common Elements on the date the Declaration is recorded, shall be included in the conveyance unless specifically excepted in the Plan. However, if the Unit is "staged" (i.e., if the Unit includes furniture, furnishings and decorations for the sole purpose of enhanced display to promote sales efforts), any such furniture, furnishings and decorations that are present as part of such staging will NOT be included in the conveyance unless Sponsor shall agree thereto in writing.

5) Condition of Units; Fixtures and Appliances

The Sponsor will diligently perform all of its obligations set forth in this Plan. The Sponsor expects the First Unit Closing to occur on or about January 1, 2023.

The quality of construction is comparable to local standards customary in the particular trade and in accordance with the plans and specifications. Sponsor makes no undertakings or warranties and has no obligation to make any repair or cure defects to the Units or the Common Elements, except as expressly set forth in this Plan or the Purchase Agreement, and none should be inferred.

Sponsor reserves the right to amend or modify from time to time said plans and specifications (including, without limitation, changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the plans and specifications, provided such substitutions are of equal or better quality and, provided further, that the required approvals of any governmental authorities having jurisdiction and the construction lender are first obtained. All the foregoing amendments, modifications and changes to the plans and specifications may be made without prior notice or amendment to this Plan, except that the Plan will be amended if changes are made in the size, layout, number of rooms or number of Units, their respective percentages of Common Interest, or in the amount or quality of Common Elements.

In no event, however, may the Sponsor:

i. substitute equipment, fixtures, appliances or materials of lesser quality or design than those described in the Description of Property set forth in Part II of this Plan, or in the Plans and Specifications; or

ii. change the size and/or location of the Building, Units, other improvements or Common Elements, if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Unit Owners consent in writing to such change.

The Sponsor will deliver to the Purchaser, and/or Condominium Board, if applicable, on behalf of the Unit Owners, upon the sale of each Unit in the Condominium any manufacturers' or subcontractors' warranties (or assignments thereof) in Sponsor's possession covering the kitchen appliances (if any), heating, electrical, plumbing, roofing system and other equipment or systems, as well as any subcontractors' warranties which may have been received by Sponsor relating to a Unit or the Common Elements, respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties or bonds are assignable, together with a Bureau of Fire Underwriters Certificate, if then available. Any warranties relating to the Unit rather than the Common Elements which are not available at the closing of title will be delivered to the Purchaser within 90 days thereafter.

With respect to the Common Elements, other than the Common Elements forming the Building, the Sponsor will give written notice to the Condominium Board when such Common Elements, or portions thereof, have been substantially completed. Such notice will not be binding upon either party with respect to the determination as to whether such portion(s) of the Common Elements have been substantially completed. The Sponsor makes no warranties as to the installation or operation of any appliances, equipment or fixtures, except that it will deliver to each Purchaser the manufacturer's warranties thereon.

The Sponsor will not be responsible for correcting any conditions that are immaterial in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings from contracts, materialmen or otherwise are assigned to either the Condominium Board or Unit Owners. The Sponsor shall not be liable to the Condominium Board or to the Purchaser with respect to any of its obligations in excess of the liability it would have had if the only assets of the Sponsor were the Property.

The Sponsor will correct any defects in the construction of a Unit or the Common Elements, or in the installation or operation of the mechanical equipment therein, due to improper workmanship or materials that are materially at variance with the Plan, provided and on condition that in the case of a Unit, it is notified in writing of such defects within one (1) year from the Closing of title or first leasing of, such Unit, and in the case of Common Elements, the Sponsor is notified within fourteen (14) months of the First Unit Closing to a bona fide purchaser. Construction shall be in accordance with the applicable building codes, the filed plans and specifications and the terms of this Offering Plan.

However, notwithstanding anything to the contrary in this Plan or otherwise, the Sponsor is obligated to construct the Property in accordance with all Applicable Laws, and in accordance with filed plans and specifications, and any conflict between any disclaimers and Sponsor's obligation to construct the Property in accordance with all Applicable Laws, and in accordance with filed plans and specifications, shall be resolved in favor of the latter.

Sponsor makes no representations or warranties regarding the condition of the Units or their inclusions, except as may be expressly set forth elsewhere in this Plan or the Purchase Agreement.

In no event shall Sponsor have any obligation to repair or to be otherwise responsible for any of the following immaterial conditions:

(i) nail pops or ridging in sheet rock walls and ceilings;

(ii) lumber shrinkage;

(iii) doors and windows sticking due to weather;

(iv) door warpage less than 1/2";

(v) normal wear and tear or natural deterioration or the normal settlement or shifting of the Building or any consequential damage resulting therefrom (including, without limitation, concrete cracks which do not impair the structural soundness of the Building);

(vi) normal plumbing and heating noises;

(vii) expansion, contraction or slight discoloration or unevenness of color of wood flooring;

(viii) minor variances in texture;

(ix) bath tile grouting and any slight separation in joints of kitchen tile;

(x) the partial or total death of any trees, shrubs, bushes, ground cover, grass or other landscape improvements; and

(xi) damage caused by dampness or condensation due to the failure of the Unit Owners to maintain ventilation, which may result in mold conditions.

Subsequent to the conveyance of title to a Unit (unless such defect has been noted in the final Inspection Statement) or the completion of the Common Elements, as the case may be, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, repair or chips, scratches, marks, breaks or other defects in windows or window sashes, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, tubs, basins, kitchen cabinets and counter tops, vanity tops and cabinets, medicine cabinets, ceramic tile, saddles, wood flooring, appliances, woodwork and doors, or any defects of an immaterial nature. The Sponsor will not escrow any amounts in respect of incomplete or "punch list" items.

In accordance with the Purchase Agreement, Purchaser will examine his or her Unit with a representative of Seller or Selling Agent within five (5) days prior to the Closing and will sign and deliver to Seller or Selling Agent on or before the Closing an Inspection Statement acknowledging the condition in which he has received his or her Unit. Sponsor shall be obligated to perform only such work that is itemized in reasonable detail on the Inspection Statement; Sponsor shall be obligated to make necessary repairs, or to cure conditions as may be necessary, within a reasonable time period.

Nothing contained in this Plan shall be construed to render the Sponsor liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise), it being intended that the Sponsor's sole obligations under the Plan shall be to repair or, at the Sponsor's option, to replace any defective items of construction whether arising as a result of defects in material, improper workmanship or materials materially at variance with the Plans and Specifications, subject to the terms and conditions (and within the time limits) set forth herein. The Sponsor shall not be responsible for any work or materials ordered by Purchaser directly from Sponsor's contractors or suppliers. Notwithstanding the foregoing, nothing contained in this Plan is intended to relieve the Sponsor of liability for property damage, personal injury or wrongful death arising as a result of the gross negligence of the Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

Each Unit is to be sold unfurnished (except for the kitchen appliances included therein as set forth in this Plan), and there will be no modifications or "extras" unless agreed to in writing by the parties.

6) Access to Unit

Each Purchaser of a Unit that does not occupy the Unit pursuant to an Interim Lease shall be given reasonable access to such Unit prior to the Closing (subject to the rights of any tenant or occupant of such Unit) for the limited purpose of inspection and taking measurements. Any Purchaser permitted such access shall release Sponsor from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Sponsor or any of its agents, employees, contractors or representatives. In addition, any such Purchaser shall indemnify and hold Sponsor and its agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

7) Closing of Title

The Closing of title to each Unit will be held in such place in the City of New York, on such day and at such hour as Sponsor shall designate to the Purchaser of such Unit on not less than thirty (30) days' prior written notice. Such notice shall inform the Purchaser of his obligation to pay the balance of the Purchase Price as set forth in the subsection entitled **"Payment of Purchase Price,"** above, and shall state when Common Charges will be due and payable. Sponsor shall have the right to postpone the Closing date and to fix a new Closing date. In such event, Sponsor shall give the Purchaser not less than five (5) business days' prior notice of the new date and time of Closing. The Closing shall take place only after or concurrently with the occurrence of the necessary concurrent or prerequisite events set forth in the subsection entitled **"Prerequisites to Closing of Title,"** above.

The foregoing shall not act to extend Sponsor's time to declare the Plan effective as set forth in the Section of the Plan entitled "**Effective Date**" and shall not affect Sponsor's right to abandon or withdraw this Plan as set forth in such Section. If the Plan is so abandoned or withdrawn, the Purchase Agreement will be deemed cancelled, all monies (including but not limited to Down Payments and any monies advanced for custom work costs, regardless of whether such monies have been expended in commission of the custom work) paid to Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to all Purchasers. After the funds are so disbursed, neither the Purchaser nor Sponsor shall have any claims against each other in connection with the Purchase Agreement or this Plan, and all of the same shall be released and discharged from all obligations and liabilities under the Purchase Agreement and this Plan.

8) Delivery of Unit Deed

Upon delivery to Sponsor of (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor, and (iii) transfer tax returns, and other ancillary closing instruments, in the form required to be filed with the City and State of New York, which documents must be executed and acknowledged by the Purchaser, Sponsor will execute, acknowledge and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, conveying title to the Unit subject only to the Permitted Encumbrances and such other title conditions as consented to by Purchaser, if any. The Unit Deed and the Unit Owner's Power of Attorney will be substantially in the forms set forth in Part II of this Plan.

9) Risk of Loss or Damage to Units Prior to Closing

If a Purchaser becomes the tenant or actually occupies a Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, then to the extent such damage is not covered by the Condominium's insurance, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests, invitees or workmen. No Purchaser shall have the right to occupy a Unit purchased by him prior to the closing of title unless Sponsor agrees to permit same under an Interim Lease or other written agreement.

Except as set forth in the preceding paragraph, all other risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. If Sponsor, or in the event the Declaration is filed, the Unit Owners, do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, Purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor (or the Unit Owners, as the case may be) elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired, as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) the condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligation of the interim lessee to cure, or that are caused by the act or omission of the interim lessee. Sponsor will endeavor in good faith, and with reasonable diligence, to remove, subsequent to closing, all violations of record it is obligated to correct.

10) Broker

The Purchaser will represent to Sponsor that he has not dealt with any broker in connection with the acquisition of his Unit, except for the Selling Agent and any co-broker (if any), and will indemnify Sponsor against the claims of any other broker.

11) No Lien

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Unit.

12) Agreement May Not be Assigned

Purchase Agreements shall not be assigned without the prior written consent of Sponsor in each instance. A Purchaser who wishes to assign a Purchase Agreement shall deliver to Sponsor a written request for such consent; such request shall be accompanied by written information regarding the proposed assignee(s), including, at a minimum, his/her name(s), residence address(es), employer(s)' name(s) and address(es), and such other information as Sponsor may reasonably require. If the Sponsor consents to any such assignment of the Purchase Agreement, then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00.

The Sponsor may assign its interest under the Purchase Agreement to any person or entity, with or without the consent of the Purchaser.

The Sponsor hereby represents that no contracts or agreements for the sale or transfer of any of the Units have been entered into, and no deposits or advances of funds have been accepted by the Sponsor as of the date the Plan is accepted for filing.

UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit are set forth below. SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH COSTS, WHICH ARE ONLY ESTIMATES AND WHICH ARE SUBJECT TO CHANGE.

At the Closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal tax year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes; (ii) Common Charges for the month in which title closes; and (iii) rent and other charges, if any, pursuant to any Interim Lease for, or tenancy of, such Unit. In the event the Unit has not been separately assessed for the then current fiscal tax year as of the Closing, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title.

At the time of Closing, each Purchaser of a Unit will pay certain Closing costs in addition to any legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the Closing apportionments described above. Such Closing costs will include the following, the amounts of which are subject to change without prior notice or amendment (except for fees required to be paid to Sponsor's counsel as set forth in subdivision (vii), below, the amount of which fees may only be changed by duly filed amendment):

(1) If the Purchaser elects to obtain fee title insurance, he will pay a premium therefor which will vary depending upon the amount of insurance requested. The premium for fee title insurance will be in accordance with the schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department.

At the present time, the rates for fee title insurance are as follows:

$0-$35,000	$338
$35,001-50,000	an additional $7.52/$1,000
$50,001-100,000	an additional $4.69/$1,000
$100,001-500,000	an additional $3.78/$1,000
$500,001-1,000,000	an additional $3.38/$1,000
$1,000,001-5,000,000	an additional $3.09/$1,000
$5,000,001-10,000,000	an additional $2.81/$1,000
$10,000,001-15,000,000	an additional $2.62/$1,000
$15,000,001 +	an additional $2.36/$1,000

Each Purchaser is free to obtain title insurance from a title insurance company of his/her choice without incurring a penalty; however, Sponsor makes no representation or warranty as to the cost, terms or availability of such other title insurance;

(2) If Purchaser obtains mortgage title insurance, he or she will pay the premium therefore to the title company. The premium will vary depending upon the amount of insurance requested. The premium for mortgage title insurance (in accordance with the current schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department) is currently $344.00 for the first $35,000 of fee insurance, plus the following amounts for each additional $1,000 of insurance:

Loan Amount	Premium
$35,000	$344
$35,001-$50,000	$5.55/$1,000
$50,001-$100,000	$4.54/$1,000
$100,001-$500,000	$3.64/$1,000
$500,001-$1,000,000	$3.31/$1,000
$1,000,001-$5,000,000	$3.05/$1,000
$5,000,001-$10,000,000	$2.71/$1,000
$10,000,001-$15,000,000	$2.55/$1,000
$15,000,001 and up	$2.31/$1,000

(3) If a Purchaser elects to obtain both fee title insurance and mortgage title insurance from the title company, the premium for the mortgage title insurance will be at a simultaneous rate. If the simultaneous rate is obtained, the premium on the amount of the mortgage title insurance policy that does not exceed the amount of the fee policy shall be calculated at a rate equal to thirty (30%) percent of the regular scheduled rates for mortgage title insurance policies;

(4) Each Purchaser will, in all events, pay a fee for recording the deed to the Unit, the Unit Owner's Power of Attorney, and any mortgage, of (at the present time) $42.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording of approximately $20.00 per instrument;

(5) If the Purchaser obtains a mortgage loan, such Purchaser will pay a mortgage recording tax in the amount provided by Applicable Law (at present, the rate is 2.05% of the principal amount of the mortgage for mortgages of less than $500,000, 2.175% of the principal amount of the mortgage for mortgages of $500,000 or more on an individual residential condominium Unit, and 2.80% for mortgages of $500,000 or more on a Unit other than an individual residential condominium Unit, with certain mortgagees paying a portion of the tax equal to 0.25% of the amount of the mortgage, for certain types of residential Units), and a fee and service charge to the title company for recording the mortgage at the same rates given above for recording the deed and Unit Owner's Power of Attorney. It should be noted that, if there shall be a recorded mortgage against the Property for which Sponsor has previously paid a mortgage recording tax, Purchasers **may** be entitled to the benefit of a partial mortgage tax credit payable to Sponsor, pursuant to Section 339-ee of the New York State Condominium Act; **HOWEVER, ANY SUCH BENEFIT, EVEN IF AVAILABLE, SHALL NOT SERVE TO REDUCE THE AGGREGATE AMOUNT OF CLOSING COSTS PAYABLE BY A PURCHASER**;

(6) If the Purchaser does not close on the date designated for the transfer of title to his/her Unit and such closing must be adjourned to a subsequent date, the Purchaser shall

pay to Sponsor's counsel, Cozen O'Connor, an additional closing fee of $500.00, as well as an additional fee in the amount of $500.00 for each default letter that Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00. In addition, if through no fault of Sponsor, a Purchaser shall fail to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will: (a) pay (among other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date (provided that such late fee shall at no time exceed the maximum legal interest rate), and (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay. Purchasers shall also be responsible for the payment of an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest appurtenant to all Units (excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan.

(7) **(PURCHASERS SHOULD NOTE THAT TRANSFER TAXES ARE GENERALLY A SELLER'S OBLIGATION; HOWEVER, SUCH OBLIGATION IS BEING TRANSFERRED FROM SPONSOR TO THE PURCHASERS OF UNITS IN THIS CONDOMINIUM BY VIRTUE OF THIS PLAN.)**

At the closing of title to his Unit, each Purchaser will be required to pay New York City Real Property Transfer Tax (the "NYC RPT Tax") and New York State Real Estate Transfer Tax (the "NYS RET Tax"). These transfer taxes are normally a seller's obligation, but this obligation is being transferred to Purchasers by virtue of this Plan. Effective July 1, 2021, New York State amended Section 1404 of the Tax Law eliminating the requirement that consideration be increased when computing NYS RET Tax, the Mansion Tax and the Supplemental Mansion Tax (as those terms are defined below) when the NYS RET Tax is paid by the grantee (i.e., the purchaser) in connection with the conveyance of, among other things, an individual residential condominium unit (or an interest therein). Under the amended law, the grantee (i.e., the purchaser) may only be required to pay the NYS RET Tax when so provided in a contract between grantor (i.e., the seller) or grantee. Purchasers are advised that the amended law does not address the increase in consideration for the NYS RET Tax when the grantee (i.e., the purchaser) pays the NYC RPT Tax for the grantor (i.e., the seller) or the "gross up" of consideration for the NYC RPT Tax when the NYS RET Tax and/or the NYC RPT Tax payable by the grantor (i.e., the seller) is paid by the grantee (i.e., the purchaser).

The New York City Real Property Transfer Tax is currently imposed at a rate of 1.00% of the Purchase Price for an individual residential condominium unit if the Purchase Price is $500,000 (but when paid by the purchaser, the rate is approximately 1.01% since the shifting of the obligation to the purchaser is considered additional consideration) or less and 1.425% if the Purchase Price is more than $500,000 (but when paid by the purchaser, the rate is approximately 1.445% since the shifting of the obligation to the purchaser is considered additional consideration). The New York State Real Estate Transfer Tax is currently imposed at a rate of 0.4% of the Purchase Price for an individual residential

condominium unit if the Purchase Price is less than $3,000,000 and 0.65% if the Purchase Price is $3,000,000 or more.

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(8) If the purchase price of a Unit is $1 million or more, the Purchaser will also be obligated to pay an additional New York State "Mansion Tax" in an amount equal to: 1% of the aggregate purchase price (including for purposes of such calculation the amount of City and State transfer taxes paid by the Purchaser, as set forth above) if the purchase price is less than $2 million; 1.25% of the aggregate purchase price if the purchase price is at least $2 million but less than $3 million; 1.50% of the aggregate purchase price if the purchase price is at least $3 million but less than $5 million; 2.25% of the aggregate purchase price if the purchase price is at least $5 million but less than $10 million; 3.25% of the aggregate purchase price if the purchase price is at least $10 million but less than $15 million; 3.50% of the aggregate purchase price if the purchase price is at least $15 million but less than $20 million; 3.75% of the aggregate purchase price if the purchase price is at least $20 million but less than $25 million; and 3.90% of the aggregate purchase price if the purchase price is at least $25 million;

(9) If the Purchaser obtains a mortgage loan, then the Purchaser will be responsible for paying all closing costs and expenses in connection therewith in amounts determined by the lender. Generally, such costs include but are not necessarily limited to: New York State and City mortgage recording tax (subject to the availability of a mortgage tax credit, as discussed further below); a fee charged by the lender's attorney; an appraisal fee; an inspection fee; a fee for recording the mortgage; and an origination fee, or "points." Sponsor makes no representation or warranty as to such closing costs and expenses or as to the availability of such financing;

(10) If the Purchaser has dealt with any broker in connection with the purchase of his Unit other than the Selling Agent (if any) or other broker engaged in writing by Sponsor (if any), then the Purchaser will be required to pay the commission of such broker unless Sponsor expressly agrees otherwise in writing;

(11) Each Purchaser shall pay a closing fee of $3,000.00 per Unit to Sponsor's counsel, Cozen O'Connor; if, however, the Purchaser does not close on the date designated for the transfer of title to his/her Unit and such closing must be adjourned to a subsequent date, the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00, as well as an additional fee in the amount of $500.00 for each default letter that Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00; if the closing takes place out of the office of Sponsor's attorney at the request of Purchaser, then an additional closing fee of $500.00 payable to Sponsor's counsel, will be paid by the Purchaser; if the Purchaser participates in a tax deferred exchange pursuant to Internal Revenue Code 1031 (which participation cannot occur without Sponsor's consent), then the Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00; and finally, if Purchaser obtains mortgage financing, then Purchaser shall pay to Sponsor's counsel an additional closing fee of $500.00;

In addition, if through no fault of Sponsor, a Purchaser shall fail to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will: (a) pay (among other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date (provided that such late fee shall at no time exceed the maximum legal interest rate), and (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay.

(12) At the closing, each Purchaser shall pay to the Condominium a working capital contribution, in an amount equal to two months' common charges for the Unit(s) being purchased.

(13) The amount allocated in the column in Schedule A entitled "Share of Commercial Unit Purchase Price" applicable to Purchaser's Residential Unit. The Share of Commercial Purchase Price collected at closing shall only be used for the purchase of the Commercial Unit and shall not be used for operating expenses or otherwise.

In order to illustrate the closing costs that a Purchaser of a typical Residential Unit can anticipate paying, assume that, with regard to Residential Unit 5, a purchase price of $3,295,000.00 and a simultaneous mortgage of $2,500,000.00:

Fee title insurance premium	$ 12,250.00
Mortgage title insurance premium	$ 2,375.00
Mortgage recording tax	$ 48,000.00
New York City Real Property Transfer tax	$ 47,928.00
New York State Real Estate Transfer tax	$ 21,723.00
New York State "Mansion Tax"	$ 50,129.00
Estimated fees and recording charges	$ 1,170.00
Estimated lender costs	$ 2,000.00
Sponsor legal fee	$ 3,500.00
Working capital fund contribution	$ 4,782.00
Share of Commercial Unit Purchase Price	$ 37,367.00
TOTAL	**$231,224.00**

Mortgage Recording Tax Credit

Any mortgage recording tax credit that may be available pursuant to Section 339-ee(2) of the Condominium Act will inure to the benefit of Sponsor. Accordingly, if such mortgage tax credit shall be available, at the closing a Purchaser who elects mortgage financing and whose financing shall be subject to such mortgage tax credit will pay the full amount (but not in excess thereof) of the mortgage recording tax otherwise due on the entire amount being financed, but a portion of such amount will be paid to Sponsor as reimbursement to the extent of any mortgage tax credit allowed.

Note should be taken that the recording charges, fees and taxes above are based on rates in effect at the date of presentation of the Plan and are subject to change without notice. Premiums for title insurance will vary depending upon the Purchase Price and the amount of any

mortgage loan. No representations are made as to the amounts of any charges, fees and taxes at the time of closing or as to the availability, cost or terms of financing.

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

In addition, 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 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 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 against each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided 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 place in escrow, in the name of the Condominium Board, an amount equal to real estate taxes attributable to Unsold Residential 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 Residential Unit.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Rights and Obligations with respect to the Sale and Rental of Units

Sponsor intends, and represents that it will endeavor in good faith, to sell all of the Units at the Property in a reasonably timely manner rather than rent them. However, Sponsor reserves the right, to be exercised in its unconditional discretion, to rent rather than sell Units. However, Sponsor shall not rent any Units until after the First Unit Closing (except that Sponsor may rent Units before then to Purchasers under contract, pursuant to an interim lease, the form of which is attached in part II of this Plan). If Sponsor makes a bulk sale of all or some of the Units, the transferee shall be bound by Sponsor's representations regarding its commitment to sell Units.

Sponsor is retaining the unconditional right to rent rather than sell units after consummation of the Offering Plan. There are no objective conditions under which Sponsor reserves the right to rent rather than sell Units, and no objective conditions under which Sponsor shall thereafter resume sales. Sponsor reserves the right to sell Units to investors who intend to rent and not to occupy their Units personally.

In addition, following the First Unit Closing, Sponsor and any Sponsor Successor may, from time to time, freely rent any Unsold Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Condominium Board or any other Unit Owner.

As noted in the **"Closing Costs and Adjustments**" of Part I of the Plan, if 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 place in escrow, in the name of the Condominium Board, an amount equal to real estate taxes attributable to Unsold Residential 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 Residential Unit.

The Property is currently encumbered by a mortgage in favor of First Republic Bank in the aggregate principal amount of $4,850,000.00 (the "Mortgage"). The Mortgage does not obligate Sponsor to market Units for sale or place any limit on Sponsor's right to rent rather than sell Units, with or without the consent of the mortgagee. In the event that Sponsor obtains a new mortgage or other financing, and any such new debt instruments impose requirements regarding sales by Sponsor, this Plan will be amended to disclose the relevant terms of any such new debt.

Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective, articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that the Sponsor may find it more desirable to continue to rent one or more Units rather than to sell them. As a result, there is no commitment by Sponsor to, and it is conceivable (although unlikely) that Sponsor will not, sell more than the minimum 15% of the Units (i.e., at least two Units) necessary to declare the Plan effective, and that owner occupants may never gain effective control and management of the Condominium.

As a result of the foregoing, some (and possibly many) of the Units may be occupied by renters and not Unit Owners. The occupancy of Units by renters instead of Unit Owners may

limit or impair a Purchaser's ability to obtain financing or refinancing, depending on the number of owner-occupied Units and the requirements of lenders at the time. A Purchaser's ability to resell his Unit may similarly be limited or impaired if at such time many lenders have a higher minimum requirement of owner-occupied Units than may then exist in the Building.

Risk of Loss

If a Purchaser becomes the tenant or actually occupies a Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, then to the extent such damage is not covered by the Condominium's insurance, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests, invitees or workmen. No Purchaser shall have the right to occupy a Unit purchased by him prior to the closing of title unless Sponsor agrees to permit same under an Interim Lease or other written agreement.

Except as set forth in the preceding paragraph, all other risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. If Sponsor, or in the event the Declaration is filed, the Unit Owners, do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, Purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor (or the Unit Owners, as the case may be) elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired, as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) the condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligation of the interim lessee to cure, or that are caused by the act or omission of the interim lessee. Sponsor will endeavor in good faith, and with reasonable diligence, to remove, subsequent to closing, all violations of record it is obligated to correct.

Sponsor's Obligations with respect to Creation of the Condominium

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of the Plan. In addition, Sponsor will pay all selling expenses and any brokerage commissions of any Selling Agent or other broker engaged by Sponsor, except as set forth above.

If there are violations of record that affect the health, welfare or safety of residents of the Property (except violations that result from the acts or omissions of tenants in their individual Units) or title defects (other than mortgages and Permitted Encumbrances) affecting the Property at the time of the First Unit Closing, except as otherwise provided in the Plan, Sponsor will cause the

violations or defects to be cured, at its sole cost and expense. Sponsor shall not be obligated to cause to be cured any violation that does not affect the health, welfare or safety of residents of the Property, except as otherwise set forth in the Plan.

Before the First Unit Closing, the Plan may not be abandoned except in the event of: (i) a defect in title which cannot be cured without litigation or cannot be cured for less than an amount equal to one-half of one percent of the aggregate offering prices for all of the Units (which amount is currently $103,600.00, but which amount is subject to change based on increases or decreases in the offering prices of the Units); (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than an amount equal to one-half of one percent of the aggregate offering prices for all of the Units (which amount is currently $103,600.00, but which amount is subject to change based on increases or decreases in the offering prices of the Units); or (iii) the taking of any material portion of the property by condemnation or eminent domain.

The aforementioned $103,600.00 relied upon as a basis for abandonment after this Plan is declared effective does not include any attorneys' fees or any title defect, violation or determination of any authority or regulatory association that exists on the date of presentation of this Plan and either is known to Sponsor or is a matter of public record. Sponsor shall remain obligated to cure defects in title (including, without limitation, liens and violations of record) that are to be cured by, or that result from the acts and omissions of, any tenants of the Building.

If units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, Sponsor may place in escrow, in the name of the Condominium Board, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six-month period following the First Closing.

As set forth in the Section of the Plan entitled **"Effective Date of this Plan and the Date of Closing Title to Units,"** if the cost to cure such defects (excluding violations of record as of the Presentation Date that Sponsor is obligated to cure) exceeds $103,600.00, Sponsor shall have the right to abandon the Plan rather than cure such defects. In order to effect any such abandonment of this Plan, Sponsor shall file an amendment to this Plan disclosing such abandonment, together with a Form RS-3; once any such abandonment amendment is accepted for filing, Sponsor shall return all Down Payments to Purchasers within five days after acceptance of such amendment by the Department of Law. Notwithstanding the foregoing, the existence of any violations or defects will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such violation or defect has been cured or remedied or deposits with the Condominium Board a reasonable sum to secure Sponsor's obligation to cure and remedy such violation or defect subsequent to the First Unit Closing. At Sponsor's request, the Condominium Board will apply the sums so deposited towards payment of the cost of curing or remedying violations or title defects, except the Condominium Board may retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining violations or defects.

Sponsor shall procure fire and casualty insurance coverage, on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, in the amount set forth in the Footnotes to Schedule B. Sponsor believes that the fire and casualty

insurance coverage set forth in such Schedule B are sufficient to adequately insure the Property and the Condominium, and are sufficient to avoid co-insurance.

At or prior to the closing of a Unit, Sponsor shall assign any available manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner. Immediately following the First Unit Closing, Sponsor will assign to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume, any assignable service and maintenance contracts and agreements relating to the Property. The Condominium will indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Unit Closing occurs.

Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS" in the condition they exist at the time of 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 this Plan entitled "Description of Property and Building Condition" subject to reasonable wear and tear), as described in the Plan at the time of the transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. The Purchaser of a Unit shall inspect such Unit prior to the closing date and shall execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit.

Sponsor shall not be obligated to correct, repair or replace any conditions 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 anything contained herein, Sponsor is obligated to construct the Units and Common Elements substantially in accordance with the provisions of this Plan, all applicable Legal Requirements and the Description of Property and Specifications set forth in Part II of this Plan. Purchasers should consult with their attorneys as to the impact of the foregoing disclosure in the event Sponsor fails to meet its obligations under the Plan and pursuant to Legal Requirements.

Delay in Collection of Common Charges

Sponsor reserves the right to delay the commencement of collection of Common Charges until the earlier to occur of: (i) one year after the First Unit Closing, or (ii) the date upon which closings shall have occurred for Units having an aggregate Common Interest of not less than FIFTY PERCENT (50%). During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments . Such expenses shall not include individual Unit Owner expenses such as real estate taxes and utility charges. Upon the commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Sponsor shall

remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event that Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing amendment to this Plan. Such amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges, and will disclose such fact in the next following amendment to this Plan.

Unsold Units

Title to each Unsold Unit will remain in Sponsor until the Unit is sold and a Unit Deed delivered to the Purchaser. Sponsor reserves the right to procure a Sponsor Successor which may become the owner of certain or all Unsold Units. From and after the First Unit Closing, Sponsor will be obligated to pay Common Charges, special assessments and real estate taxes and to perform other duties as a Unit Owner with respect to any Unsold Units for as long as same are owned by Sponsor. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units and agrees to pay such amounts from its own funds.

General Obligations

Sponsor shall defend, and shall indemnify the Condominium Board and the Unit Owners with regard to, any suit or proceeding arising out of Sponsor's acts or omissions.

Sponsor shall complete all portions of the Condominium in accordance with the building plans and specifications identified in the Plan, if any, subject to Sponsor's right (as stated elsewhere in the Plan) to substitute equipment or materials and make modifications of layout or design, provided, however, that Sponsor : (i) may substitute equipment or materials of equal or better quality or design (meaning of comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable), or (ii) may not change the size or location of Units or other improvements or the Common Elements if such change shall affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

Sponsor shall pay for all authorized and proper work involved in the construction, establishment and sale of Units in the Condominium which Sponsor is obligated to complete under the Plan, and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

Sponsor shall deliver to the Condominium Board a set of "as built" plans with regard to the Property, to the extent that such plans are in the Sponsor's possession.

In the event that Sponsor shall require access to any Unit, or other portion of the Property, in order to complete construction of the Condominium, Sponsor shall repair all damages caused as a result of any such access. In connection with any such access, Sponsor shall provide not less than one (1) business days' notice (except in the case of an emergency, when no notice need be given to the extent necessary to address the emergency condition) and shall use its best efforts to minimize interference with Unit Owners' use of their Units or the Property.

Sponsor represents that until it no longer controls the Condominium Board, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the Presentation Date of the Plan, reasonable wear and tear excepted, and subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make prior thereto.

In the event of the dissolution or liquidation of Sponsor, or the transfer to a single transferee of two or more Units, the principals of Sponsor will provide financially responsible entities or individuals who will assume with respect to those Units the status of, and all of the obligations of, Sponsor under the Plan and Applicable Law; and in the event of any such liquidation or dissolution of Sponsor, the principal(s) of Sponsor shall guarantee the performance of such obligations.

All representations under the Plan, all obligations pursuant to the GBL, and such additional obligations under the Plan which are to be performed subsequent to the First Unit Closing will survive delivery of a deed to a Unit.

The foregoing sets forth the entire extent of the obligations of Sponsor and no other obligations will be implied, except that nothing contained herein will be deemed to limit the rights of Purchasers under their respective Purchase Agreements. Sponsor makes no representations or warranties other than as set forth in this Section. Sponsor will not be liable for any claims or be obligated to defend any suits with respect to any Unit arising out of any occurrence taking place on or after the date of the closing of title to such Unit or the leasing thereof to any Purchaser or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the closing of title to such Unit Closing, except suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in this Plan.

Obligations of Sponsor hereunder with respect to the Condominium and the Common Elements will be enforceable only by the Condominium Board on behalf of all Unit Owners. In no event will any obligations of Sponsor under this Section be enforceable by individual Unit Owners unless the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Condominium Board.

Sponsor represents that it has the financial resources to meet its obligations with regard to the Unsold Units. Sponsor intends to meet its financial obligations to the Condominium under the Plan through profits generated from sales of, and income generated from the rental of, Unsold Units. Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan.

Because Sponsor cannot limit its liability under the Martin Act, unreasonably short notice provisions should be avoided. The following notice provisions are acceptable, and are hereby adopted by Sponsor and incorporated into this Plan: (a) for patent defects within a Unit, or patent defects in the Common Elements affecting a Unit, six months from the date of Closing; (b)

for latent defects within a Unit, or latent defects in the Common Elements affecting a Unit, one year from date of Closing; (c) for General Common Element defects, one year from the latest of: (i) the First Unit Closing; (ii) the issuance of a certificate of occupancy for the portion of the Building that includes such General Common Element; or (iii) completion of that portion of the Common Elements which is claimed to be defective.

Construction shall be in accordance with the applicable building codes, the filed plans and specifications and the terms of this Plan.

However, notwithstanding anything to the contrary, Sponsor is obligated to construct the Property in accordance with all Applicable Laws, and in accordance with filed plans and specifications, and any conflict between any disclaimers and Sponsor's obligation to construct the Property in accordance with all Applicable Laws, and in accordance with filed plans and specifications, shall be resolved in favor of the latter.

CONTROL BY SPONSOR

Sponsor or any Sponsor Successor will have the right to vote all of the Common Interest attributable to unsold Units owned by it. Sponsor will control the three-person Condominium Board until the expiration of the Initial Control Period (i.e., the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Units, or (ii) the fifth anniversary of the First Unit Closing).

At all elections held after the expiration of the Initial Control Period, not more than one member of the Condominium Board attributable to the Units may be designated by Sponsor or any Sponsor Successor. However, following the Initial Control Period: (i) Sponsor shall have the right, in addition to designating such members of the Condominium Board as it shall be entitled to do, to vote its Common Interest with regard to the election of persons for the remaining seats on the Condominium Board which seats are not to be designated by Sponsor or Sponsor Successor, and (ii) as long as Sponsor or any Sponsor Successor owns at least one Unit, Sponsor or such Sponsor Successor will have the right to designate one member of the Condominium Board, provided, however, that not more than one member of the Condominium Board may be designated by Sponsor or any Sponsor Successor. There is no restriction on the right of Sponsor and/or Sponsor Successor to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or such Sponsor Successor.

Sponsor shall automatically relinquish voting control of the Condominium Board at the election of Managers to be held at the first meeting of Unit Owners to occur following the expiration of the Initial Control Period (i.e., the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Units, or (ii) the fifth anniversary of the First Unit Closing). Such first meeting of Unit Owners, to elect members of the Condominium Board not affiliated with Sponsor, shall occur within thirty (30) days after the expiration of the Initial Control Period.

The number of members of the Condominium Board may not be increased without the consent of Sponsor or any Sponsor Successor for so long as Sponsor or any Sponsor Successor owns any unsold Units.

Until Sponsor or any Sponsor Successor no longer elects a majority of the members of the Condominium Board, Sponsor or any Sponsor Successor will, through its control of the Condominium Board, have control of the maintenance and operation of, and the services to be provided by, the Condominium and will indirectly determine the Common Charges to be paid by all Unit Owners.

As long as Sponsor or any Sponsor Successor continues to own at least one Unit, during the five (5) years following the First Unit Closing, the Condominium Board will not be permitted, without the prior written consent of Sponsor or any Sponsor Successor, to:

(1) Make any addition, alteration or improvement to the Common Elements or to any Unit, unless required by Applicable Law;

(2) Increase the number or change the type of employees from that described in the First Year Budget;

(3) Enter into any service or maintenance contracts for Work not covered in the First Year Budget;

(4) Borrow money on behalf of the Condominium; or

(5) Exercise a right of first refusal to lease or purchase a Unit.

Sponsor may exercise veto power of the foregoing expenses for a period ending not more than five years after the First Unit Closing or whenever the Unsold Units constitute less than 25 percent of the Common Interest, whichever is sooner. Notwithstanding the foregoing, neither Sponsor nor any Sponsor Successor may exercise a veto over expenditures that are set forth in the First Year Budget, required to comply with applicable laws or regulations, to remedy any notice of violation, or to remedy any work order by an insurer.

Any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Condominium Board, and there is a vote on whether to sue Sponsor, Sponsor's Condominium Board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). See also Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

The By-Laws of the Condominium do not include a provision that, after the Initial Control Period, a majority of the Condominium's Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

The Condominium Board has a fiduciary duty to act in the best interest of the Condominium, even during the Initial Control Period.

See generally the Section of the Plan entitled **"Rights and Obligations of Condominium Board/Summary of By-Laws."**

RIGHTS AND OBLIGATIONS OF CONDOMINIUM BOARD AND SUMMARY OF BY-LAWS

The Condominium Board

The affairs of the Condominium will be governed by the Condominium Board, which will consist initially of three members: Pauline Oudin, Nicolas Oudin and Edouard Gave (all of whom are principals or members of or are affiliated with Sponsor). At the first meeting of the Unit Owners, which will be held not later than thirty (30) days after the earlier of: (i) the closing of title to Units whose aggregate Common Interests exceed fifty percent (50%), or (ii) the fifth anniversary of the First Unit Closing, the initial three-member Condominium Board will resign in favor of a new three-member Condominium Board, to be elected by Unit Owners at such meeting. However, until the expiration of the Initial Control Period, Sponsor shall designate at least two members of the three-member Board of Managers. At all elections held after the expiration of the Initial Control Period, not more than one member of the Condominium Board may be designated by Sponsor or any Sponsor Successor. Elections to the Condominium Board will be held at the regular annual meetings of Unit Owners in or before June of each succeeding year. Each of the members of the Condominium Board will serve until the next regular annual meeting of Unit Owners and until his successor is elected and qualified. There is no restriction on the right of Sponsor and/or Sponsor Successor to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or such Sponsor Successor.

Except for members designated by Sponsor or a Sponsor Successor, all members of the Condominium Board must be either: (i) individual Unit Owners, or spouses or domestic partners thereof; (ii) beneficiaries or grantors of trusts that are Unit Owners; (iii) individual Permitted Mortgagees; or (iv) officers, directors, shareholders, partners, members, principals, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. Other than members designated as such by Sponsor or a Sponsor Successor, no member will continue to serve on the Condominium Board after he ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the preceding sentences.

Members of the Condominium Board are subject to removal, with or without cause, by vote of Unit Owners owning a majority of the aggregate Common Interest of the Condominium attending a duly called meeting at which a quorum is present, except that members designated, elected or appointed by Sponsor or any Sponsor Successor, may be removed by the Condominium Board for cause only, or by Sponsor or such Sponsor Successor, without cause. Sponsor or any Sponsor Successor will have the right to designate a replacement for any member that had been designated, elected or appointed by Sponsor or any Sponsor Successor who has been removed from the Condominium Board.

All members of the Condominium Board will serve without compensation.

The By-Laws of the Condominium do not include a provision that, after the Initial Control Period, a majority of the Condominium's Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

The Declaration and the By-Laws may be amended only by the vote of not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^{2}/_{3}$%) in number and in aggregate Common Interest of all Unit Owners cast in person or by valid proxy at a meeting of Unit Owners or, in lieu of such meeting, in a writing signed by not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^{2}/_{3}$%) in number and in aggregate Common Interest of all Unit Owners.

Powers and Duties of the Condominium Board

The Condominium Board will have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the operation, care, upkeep and maintenance of the Common Elements, determination and collection of the Common Charges and Special Assessments, employment and dismissal of the personnel necessary for the maintenance and operation of the Condominium, adoption and amendment of the Rules and Regulations, maintaining bank accounts on behalf of the Condominium, purchasing, leasing or otherwise acquiring Units in the name of the Condominium Board or its designees, selling, leasing, mortgaging or otherwise dealing with (but not voting the Common Interests appurtenant to) Units acquired or leased by the Condominium Board, making repairs, additions and improvements to, or alterations of, the Property and the Common Elements, and generally managing and supervising the Condominium pursuant to the Declaration and the By-Laws. See the By-Laws in Part II for further details.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board will be by majority of the votes cast at any duly called meeting at which a quorum is present, subject to certain approval and veto rights of Sponsor and any Sponsor Successor as set forth in the Section of the Plan entitled **"Control by Sponsor."**

Sponsor reserves the right to delay the commencement of collection of Common Charges until the earlier to occur of: (i) one year after the First Unit Closing, or (ii) the date upon which closings shall have occurred for Units having an aggregate Common Interest of not less than FIFTY PERCENT (50%). During any such delay, Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments . Such expenses shall not include individual Unit Owner expenses such as real estate taxes and utility charges. Upon the commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event that Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing amendment to this Plan. Such amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges, and will disclose such fact in the next following amendment to this Plan. See the Section of the Plan entitled **"Rights and Obligations of Sponsor."**

Officers of the Condominium

The officers of the Condominium will consist of the President, the Vice President, the Secretary and the Treasurer, all of whom will be elected annually by a majority vote of the Condominium Board. The Condominium Board may also appoint additional officers. All officers will serve without compensation. None of the officers need be Unit Owners until the three-member Condominium Board is elected at the first meeting of the Unit Owners. Thereafter, both the President and the Vice President must be members of the Condominium Board and Unit Owners (or officers, directors, shareholders, partners, members, employees or beneficiaries, or their Family Members, of corporations, partnerships, limited liability companies, fiduciaries or Mortgagees that are Unit Owners). Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting duly called for such purpose.

Meetings and Votes of the Unit Owners

Except for the first meeting, the Unit Owners will hold annual meetings in or before June of each year. At each annual meeting, the Unit Owners will elect successors to the members of the Condominium Board. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Each Unit Owner, including Sponsor and any Sponsor Successors, will be entitled to cast one vote at all meetings of the Unit Owners for each 0.0001% of Common Interest attributable to his Unit. The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners will constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which a quorum is present will be binding upon all Unit Owners. However, elections of members of the Condominium Board will be determined by plurality vote.

Repairs, Alterations and Improvements to Common Elements

All painting, decorating, maintenance, repairs, and replacements to the Common Elements (other than to any Limited Common Elements, if any), whether located inside or outside of Units, will be done by the Condominium Board, which need not obtain the approval of Unit Owners or of any mortgagees of Units (regardless of the cost thereof), and the cost shall be a Common Expense, unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof.

The cost of snow removal from sidewalks will be a Common Expense. All maintenance and repairs to the Common Elements will be performed by employees of the Condominium or by independent contractors.

Whenever, in the judgment of the Condominium Board, the Common Elements (other than any Limited Common Elements, if any) shall require any addition, alteration or improvement (in contrast to painting, decorating, maintenance, repairs, or replacements) costing more than fifty thousand dollars ($50,000) in the aggregate in any calendar year, such addition, alteration or improvement will not be made unless approved by a Majority of Unit Owners (including Sponsor or any Sponsor Successor, if either then owns any Unit) at a duly constituted Unit Owners' meeting and by the Mortgage Representatives, if any. If approved, the Condominium Board may, in its discretion, assess each Unit Owner its pro-rata share of the cost of any such

addition, alteration or improvement, according to its Common Interest, as part of, or as a Special Assessment in addition to, the Common Charges. Any addition, alteration or improvement costing fifty thousand dollars ($50,000) or less, in the aggregate, in any calendar year may be made by the Condominium Board without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof will constitute a Common Expense. Notwithstanding the foregoing, no addition, alteration or improvement will be made to the Common Elements, regardless of the cost thereof, unless the written consent of Sponsor and any Sponsor Successor (so long as Sponsor or any Sponsor Successor or both shall collectively own at least twenty-five percent (25%) of the Units during the five (5) years following the First Unit Closing) is first obtained, unless required by Applicable Law.

Insurance

The Condominium Board will maintain fire insurance policies with all-risk extended coverage, insuring the Property (including the Property's Systems and all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners) and covering the interests of the Condominium, the Condominium Board, all the Unit Owners (including Sponsor and any Sponsor Successor) and Permitted Mortgagees, as their respective interests may appear, in an amount equal to at least eighty percent (80%) of the full replacement cost of the Building (exclusive of foundation and footings), without deduction for depreciation. Each of such policies will contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which will provide that the loss proceeds thereunder, if any, will be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and any Insurance Trustee as set forth below.

All such policies will contain waivers of subrogation and of any defense based on coinsurance or on invalidity arising from any acts of the insured and of pro-rata reduction of liability, and will provide that such policies may not be canceled or substantially modified without at least ten (10) days' written notice to all the insureds, including Permitted Mortgagees. Each Unit Owner shall be deemed an additional insured under each such policy.

The Condominium Board will also maintain, to the extent applicable and practicable: (a) comprehensive general liability insurance as to personal injury and property damage in such limits and amounts as the Condominium Board may from time to time determine, covering each member of the Condominium Board, the Managing Agent (if any) and each Unit Owner; (b) rent insurance in an amount equal to the Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) water damage legal liability insurance; (f) umbrella liability insurance; (g) officers' and directors' liability insurance; and (h) such other insurance as the Condominium Board may from time to time determine to be appropriate. Such public liability policies will also cover cross-liability claims of one insured against another. However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his own Unit or any Limited Common Elements appurtenant thereto. See Schedule B and the footnotes thereto for a fuller discussion of the types and extent of the insurance coverages that the Condominium is projected to have. In addition, the Board of Managers shall be free to obtain such further and additional insurance coverage as the Board members shall determine is appropriate, including but

not limited to types of coverage such as terrorism insurance, as well as coverages of the types stated in Schedule B and its footnotes but in higher benefit amounts than those stated in Schedule B and its footnotes.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The cost of all insurance will be paid by the Condominium Board and will be borne by all Unit Owners as part of the Common Charges.

The net insurance proceeds payable under insurance policies maintained by the Condominium Board by reason of damage to or destruction of any part of the Building by fire or other casualty will be payable either to the Condominium Board, if one hundred thousand dollars ($100,000) or less in the aggregate, or to the Insurance Trustee, if in excess of one hundred thousand dollars ($100,000) in the aggregate.

Such proceeds will be applied for the purpose of repairing, restoring or rebuilding the Property, unless otherwise determined by Unit Owners. In no event will such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his Unit unless, in accordance with the provisions of the By-Laws, there is a determination not to rebuild the Property. The Insurance Trustee will be a bank or trust company, having any office in the City and State of New York, designated by the Condominium Board in accordance with the By-Laws.

Until the first meeting of the Condominium Board elected by the Unit Owners, the insurance coverage will be in the amounts and with the deductibles set forth in Schedule B. The Condominium Board will review the insurance coverage on the Building annually. See Schedule B and its Footnotes for full details of the projected insurance coverage to be maintained by the Condominium Board during the first year of condominium operation.

Unit Owners are not prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and that the liability of the carriers issuing insurance procured by the Condominium Board will not be affected or diminished by reason of any Unit Owner's other insurance. Unit Owners are encouraged to obtain and maintain, at their own individual expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in Units, in such amounts as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in Units or any appurtenant Limited Common Elements.

Repair or Restoration after Fire or Other Casualty

Except as set forth in the next paragraph, if the Property or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will arrange for the prompt repair and restoration thereof (including any damaged Units but excluding appliances, fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the insurance proceeds are insufficient to cover the cost of repairs and restorations, the Condominium Board may assess all Unit Owners for any deficit as a Common Expense. Any surplus insurance proceeds will be paid to all Unit Owners in proportion to their

respective Common Interests, except that no payment will be made to a Unit Owner until there has first been paid, out of his share of the funds, the amount necessary to reduce unpaid liens on his Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

If seventy-five percent (75%) or more of the Property is destroyed or substantially damaged and if seventy-five percent (75%) or more of all Unit Owners, both in number and in Common Interests, do not promptly resolve to proceed with the repair or restoration thereof, the Property will not be repaired and will 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 the resulting sale, together with the net proceeds of insurance policies, will be divided among all Unit Owners in proportion to their respective Common Interests. No payment, however, will be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or any Sponsor Successor is then a Unit Owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Property.

Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee will be held by the Condominium Board or its designee on behalf of all Unit Owners. Any rent, purchase price, closing costs and closing adjustments payable in connection therewith will be assessed against all Unit Owners as a Common Expense. No Units acquired by the Condominium Board or its designee will carry voting rights.

Liability of the Condominium Board and the Unit Owners

The members of the Condominium Board shall act in accordance with their fiduciary obligations to all Unit Owners. The members of the Condominium Board will have no liability to Unit Owners for errors of judgment, negligence or otherwise, except that individual members will be liable for their own bad faith, willful misconduct or gross negligence. The Condominium Board may contract or effect other transactions with any member thereof, with any Unit Owner, with Sponsor, any Sponsor Successor or with any Affiliate of any of them at competitive rates without incurring any liability for self-dealing.

Every contract made by the Condominium Board, by an officer of the Condominium, or by the Managing Agent will contain a statement (if obtainable) that: (a) the contract is made only as agent for all Unit Owners, and the members of the Condominium Board or such officers, or Managing Agent 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 thereunder as the Common Interest of the Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) the Unit Owner's ownership interest in his Unit and its appurtenant Common Interest, unless otherwise provided by Applicable Law.

All Unit Owners will severally indemnify each member of the Condominium Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to Applicable Law or the terms of the

Declaration or the By-Laws. However, the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of the Unit Owner bears to the aggregate Common Interests of all Unit Owners and the Unit Owner's ownership interest in his Unit and its appurtenant Common Interest, unless otherwise provided by Applicable Law.

General Indemnification Obligations

Subject to any specific limitation on the liability of Unit Owners set forth elsewhere in the By-Laws or in the Declaration, pursuant to the By-Laws each Unit Owner (including Sponsor and any Sponsor Successor) will indemnify and hold harmless all other Unit Owners (including Sponsor and any Sponsor Successor) and the Condominium from and against all Claims which may be imposed upon or incurred by any of the foregoing by reason of: (i) any Work performed or required to be performed by such Unit Owner on or about the Property; (ii) any negligence, wrongful acts or omissions on the part of such Unit Owner or any of his Family Members, Affiliates, tenants, agents, contractors, servants, employees, licensees, or invitees; or (iii) any failure on the part of such Unit Owner to perform or comply with any of the terms or conditions contained in the Declaration or the By-Laws on its part to be performed or complied with. Notwithstanding anything to the contrary contained herein, in no event will Sponsor be liable for the acts or omissions of any Sponsor Successor, except as specifically provided in the Plan or otherwise required by Applicable Law.

Subject to any specific limitation on the liability of the Condominium Board set forth elsewhere in the By-Laws or in the Declaration, pursuant to the By-Laws, the Condominium will indemnify and hold all Unit Owners, including Sponsor and any Sponsor Successor, harmless from and against all Claims which may be imposed upon or incurred by any of the Unit Owners and/or Sponsor and any Sponsor Successor by reason of: (i) any Work performed by the Condominium or the Condominium Board on or about the Property; or (ii) any negligence or wrongful acts or omissions on the part of the Condominium Board or any of its members, officers, agents, contractors, servants, employees, licensees, or invitees. The costs and expenses of the foregoing indemnification by the Condominium shall be a Common Expense.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale and Lease of Units: Right of First Refusal

EACH UNIT OWNER MAY SELL OR LEASE HIS UNIT, BUT ONLY AFTER THE UNIT OWNER GIVES THE CONDOMINIUM BOARD PRIOR WRITTEN NOTICE OF HIS INTENTION TO DO SO, ACCOMPANIED BY A FULLY EXECUTED COPY OF THE CONTRACT OF SALE OR LEASE, CONTAINING ALL OF THE TERMS OFFERED IN GOOD FAITH BY THE PROSPECTIVE PURCHASER OR LESSEE. THE CONDOMINIUM BOARD, ON BEHALF OF ALL UNIT OWNERS, WILL HAVE THE EXCLUSIVE RIGHT TO ELECT, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THE NOTICE OF SALE OR LEASE (OR SUCH OTHER ADDITIONAL INFORMATION AS THE CONDOMINIUM BOARD SHALL REQUIRE) TO PURCHASE OR LEASE THE UNIT, ON THE SAME TERMS SET FORTH IN THE CONTRACT OR LEASE, AS MORE SPECIFICALLY SET FORTH IN THE BY-LAWS. If the Condominium Board does not notify the Unit Owner of its election to purchase or lease the Unit within the aforementioned time period, the Unit Owner will have thirty (30) days after the expiration of the twenty (20) day period to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to the notice. Should such consummation not occur within such thirty (30) day period, the Unit Owner will again be required to offer the Unit to the Condominium Board as provided above and as more specifically set forth in the By-Laws.

The Condominium Board may not exercise its right to purchase or lease any Unit without the prior approval of a Majority of Unit Owners. However, the Condominium Board has the right to release or waive any such option without prior approval of a Majority of Unit Owners. If approval is given, the Condominium Board may assess each Unit Owner (other than the selling Unit Owner), in proportion to his Common Interest, an amount necessary to effectuate the purchase or lease.

Notwithstanding the foregoing to the contrary, the Condominium Board shall not have any right of first refusal with respect to any sale, lease or conveyance of a Unit by: (1) the Unit Owner of any Unit to certain of his adult Family Members (individually or in any combination), as more particularly set forth in the By-Laws, or, in the case of a Unit Owner that is not an individual, to any Affiliate of such Unit Owner, in each case without consideration; (2) Sponsor or any Sponsor Successor, with respect to any unsold Unit owned by Sponsor or any Sponsor Successor or any of their Affiliates; (3) the Condominium Board; (4) virtue of the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; (5) any Permitted Mortgagee or his nominee, who has acquired title to any Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or (6) the Unit Owner of such Unit by gift, will or intestacy; provided however, that, with regard to each of the foregoing exemptions (collectively, **"Exempt Transactions")**, each succeeding Unit Owner that is not otherwise exempt on his own merits shall be bound by, and his Unit shall be subject to, such right of first refusal.

The lease for any Unit (other than one included within the definition of an Exempt Transaction) must be in substantially the form of lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are approved in writing by the Condominium Board as provided in the By-Laws, and must expressly provide that such lease may not be

amended, modified or extended without the prior written consent of the Condominium Board and that the tenant thereunder may not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board; and that the Condominium Board will have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Unit Owner as landlord thereunder in the event of: (a) a default by the tenant in the performance of its obligations under such lease, or (b) a default by the Unit Owner in the performance of his obligations to the Condominium pursuant to the By-Laws, including but not limited to the payment of Common Charges or other amounts due to the Condominium, or (c) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Each conveyance of a Unit by a Unit Owner will include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (and any other Unit owned by the conveying Unit Owner), other than Permitted Mortgages, are paid and satisfied at or prior to closing. At the time of acquisition of a Unit and as a condition thereof, the new Unit Owner will be required to execute, acknowledge and deliver a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor, in the form set forth in Part II of this Plan.

Upon accepting the deed to a Unit, each Unit Owner will under the terms of the Declaration be deemed to have consented: to a building wide allocation to all Units of any and all real estate tax exemptions and/or tax abatement benefits pertaining to the Property pursuant to Applicable Law, with such allocation to be apportioned in the same ratio that the Common Interest of such Unit Owner's Unit bears to the aggregate Common Interests of all Units; to have waived and relinquished any and all rights to challenge or contest such allocation in any manner or form; and to have released and discharged all other Unit Owners, their heirs, successors and assigns, the Condominium Board, Sponsor, any Sponsor Successor and the City of New York from any and all acts, claims, damages or demands of any nature whatsoever which such Unit Owner, his heirs, successors or assigns ever had, may have, or will have against the other Unit Owners, the Condominium Board, Sponsor, any Sponsor Successor or the City of New York, with respect to the aforesaid allocation.

Notwithstanding anything to the contrary contained in this Plan, neither the Sponsor nor any Sponsor Successor, nor any purchaser of a Unit from the Sponsor or from any Sponsor Successor, shall be obligated to pay any transfer fee or service fee, whenever enacted, to the Condominium or Managing Agent with respect to the sale or leasing in whole or in part of any such Unit.

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

Mortgages of Units

Each Unit Owner may mortgage his Unit, provided that the Unit Owner first complies with the conditions set forth in the By-Laws. As more fully set forth therein, these

conditions include the requirements that: (a) the mortgage be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan; (b) the Condominium Board is notified in writing of the making of such mortgage and is given a copy thereof; and (c) the Unit Owner making such mortgage is not in arrears for Common Charges or other amounts payable to the Condominium and first satisfies all other unpaid liens against his Unit other than Permitted Mortgages. Notwithstanding the above, the Sponsor or any Sponsor Successor with regard to unsold Units, will have the right to mortgage the unsold Units without any restriction or limitation, except that the Condominium Board must be notified in writing of the making of the mortgage and must be given a copy thereof.

Common Charges: Assessment, Collection and Lien for Non-Payment

The Condominium Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things: (a) all costs and expenses in connection with the operation and maintenance of and performance of any work in and to the Common Elements; (b) water charges and sewer rents in connection with the Property (unless separately assessed to individual Units); (c) real estate taxes and assessments levied with respect to the Property (until separately assessed to individual Units); and (d) amounts for such other items as the Condominium Board may deem proper (such as amounts for working capital and general operating and replacement reserves, to make up deficits for prior years, to prepay indebtedness of the Condominium or to purchase or lease Units). Based upon this budget, the Condominium Board will promptly determine, and advise each Unit Owner of, the Common Charges payable by the Unit Owner during the ensuing fiscal year representing a portion of the projected Common Expenses of the Condominium assessed to the Unit Owner prorated according to the Common Interest of his Unit, except to the extent that any such allocation shall reflect special use pursuant to Real Property Law section 339-m.

Pursuant to the By-Laws, the Condominium Board has the right to revise its projection of the Common Expenses at any time and from time to time during any fiscal year of the Condominium. Any revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during the fiscal year. However, no such revision will have a retroactive effect on the amount of Common Charges payable by Unit Owners prior to the date of the new determination. Notwithstanding the foregoing, the Condominium Board will not reduce the Common Charges payable during any year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed for the Property on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the members of the Condominium Board elected by Unit Owners other than Sponsor or any Sponsor Successor.

In addition, the Condominium Board will have the right, subject to certain restrictions set forth in the By-Laws, to levy Special Assessments to meet the Common Expenses. All Special Assessments will be levied against all Unit Owners in proportion to their respective Common Interests (except to the extent reflective of special use pursuant to Real Property Law section 339-m) and may be payable either in one lump sum or in installments, as the Condominium Board shall determine. The Condominium Board shall have all rights and remedies, pursuant to the

By-Laws and Applicable Law, with regard to the non-payment of Special Assessments as it possesses with regard to the non-payment of Common Charges.

Unless otherwise determined by the Condominium Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month. No Unit Owner will be relieved from liability for the payment of his Common Charges by waiving the use of any of the Common Elements or by mere abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer or other conveyance by him of his Unit.

Any Unit Owner may, by conveying his Unit, without consideration, to the Condominium Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and Special Assessments then due and payable with respect to his Unit and the Unit's being free and clear of all liens and encumbrances other than Permitted Mortgages and any statutory lien for unpaid Common Charges.

On transfer of any Unit, the Purchaser will be required to pay unpaid Common Charges assessed against the Unit prior to his acquisition, except that a mortgagee acquiring title to a mortgaged Unit or a Purchaser at a mortgage foreclosure sale will not be liable, and the mortgaged Unit will not be subject to, a lien for the payment of any Common Charges assessed subsequent to the recording of the mortgage and prior to the acquisition of title to the Unit by the mortgagee or a Purchaser at a mortgage foreclosure sale. If the Condominium Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale are not sufficient to pay the unpaid Common Charges, or if such Unit is acquired by a mortgagee or Purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner will remain personally liable for the balance of the unpaid Common Charges. The Condominium Board will have the right to assess the unpaid balance among all those who are Unit Owners at the time that the assessment is levied.

Under the provisions of Section 339-z of the Condominium Act and under the By-Laws, the Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges assessed against the Unit together with interest thereon. All such liens, however, will be subordinate, to the extent required by Applicable Law, to any liens for real estate taxes and assessments on the Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a notice thereof in the Register's Office and until all sums secured thereby, with accrued interest, are fully paid, or until six years from the date of filing (unless foreclosure of the lien is started within such six-year period) whichever will be sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing the lien. The Sponsor will cause the Condominium Board to file a lien as provided for in section 339-aa of the Real Property Law on Unsold Units in which Sponsor is more than 30 days in arrears of Common Charges while it is in control of the Condominium Board.

Under Section 339-kk of the Condominium Act, the Condominium will have the right to demand that, with regard to any Unit occupied by a tenant whose Unit Owner is in arrears in the payment of Common Charges or assessments to the Condominium, such tenant pay his/her

rent directly to the Condominium to be credited against the Common Charges or assessments owed by such Unit Owner to the Condominium, in addition to all other rights and remedies that the Condominium may have against the Unit Owner.

Restrictions on the Use of Units

As more fully set forth in the Declaration and in the By-Laws, each Unit may be used only as a residence (except as otherwise described herein, and subject to Applicable Law), and not more than one family may occupy an Unit at one time. Notwithstanding the foregoing, Sponsor and any Sponsor Successor (or, when Sponsor and any Sponsor Successor no longer owns any Units, the Condominium Board) may, in their sole discretion, consent to the use of any Unit as a professional or business office, or for any home occupation use or for any purpose, provided that the nature and manner of such use complies with Applicable Law. Any such consent shall be in writing and shall be personal to such Unit Owner. Any lessee of, or successor in title to, such Unit Owner shall be required to obtain the prior written consent of Sponsor, Sponsor Successor or the Condominium Board (as the case may be) before using such Unit for any purpose other than as a residence.

In addition to (and not in limitation of) the foregoing rights, Sponsor also reserves the right to offer Units for sale for professional or other non-residential uses as may be permitted by Applicable Law, provided, however, that such offer shall be disclosed in an amendment to the Offering Plan.

Sponsor and any Sponsor Successor may, for so long as either own any Units in the Condominium, without the consent of either the Condominium Board or any other Unit Owners, use or grant permission for the use of any unsold Unit as a professional or business office or for any other purpose, including, without limitation, use of any one or more unsold Units as model units and offices for the sales, promotions, management and operation of its Units, or lease its Units to third parties for their occupancy, provided only that the nature and manner of such use complies with Applicable Law and does not violate the then existing certificate of occupancy for the Property.

A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other Person may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by an individual member of such limited liability company or an officer, director, stockholder, partner or employee or individual member of any corporate, partnership or limited liability company member of such limited liability company, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries and members or employees of limited liability company fiduciaries), or by the grantor or beneficiary of said fiduciary, or by a principal or employee of such other Person, respectively, or by Family Members or guests of any of the foregoing; however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests. Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall only a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this paragraph) may be accommodated therein.

No restrictions on occupancy shall apply with regard to any unsold Unit.

No nuisance, or use or behavior that the Condominium Board determines is immoral, improper, offensive or unlawful will be allowed in any Unit. All Applicable Laws relating to any portion of the Property will be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whomever has the obligation to maintain or repair such portion of the Property under the terms of the Declaration and the By-Laws.

No Unit Owner will cause or permit any Hazardous Materials to be used, stored, transported, released, handled, produced or installed in, on or from its Unit or the Property. It will be the obligation of each Unit Owner to comply (at its sole cost and expense) with all Applicable Laws with respect to Hazardous Materials in its Unit or in connection with any Work performed by or on behalf of such Unit Owner at the Property.

The sidewalks, entrances, lobby, passages, public halls, vestibules, corridors, stairways or any other part of the Common Elements (except for those areas designated as storage areas) must not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee or agent of a Unit Owner may be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Property.

No bicycles, scooters, baby carriages, velocipedes, or similar vehicles are allowed to stand in the public halls, passageways or other public areas of the Property.

No public hall, lobby, vestibule, corridor, stairway or any other part of the Common Elements (other than any area designated as a Limited Common Element) may be decorated or furnished by any Unit Owner in any manner.

No article (including, but not limited to, garbage cans, bottles or mats) may be placed or stored in any of the passages, halls, vestibules, corridors, or on any of the staircases or fire stair landings of the Property, or any other part of the Common Elements, nor may any fire exit thereof be obstructed in any manner.

Trunks and heavy baggage must be taken in or out of the Property only in the manner, and at the times, designated by the Condominium Board or the Managing Agent for that purpose.

No clothes, sheets, blankets, laundry, or other articles of any kind may be hung on or out of a Unit or shall be dried or aired on any terrace, balcony or patio.

To the extent that they may exist in the Building, storage areas, if any, that are not part of, or attached to, or made a Limited Common Element appurtenant to any, particular Unit may be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which must be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine from time to time. Supervision, management and control of the use of any such storage areas will be vested in the Condominium Board. The use of any such storage areas will be at the sole risk of the Unit Owner or other Person

using them, and the Condominium Board, its agents or the Managing Agent will not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent or otherwise.

All refuse from Units must be deposited by Unit Owners in those areas of the Property provided for that purpose at such times and in such manner as the Condominium Board or the Managing Agent shall direct. Nothing may be hung or shaken from any doors, windows or open terraces, or placed upon the window sills of the Property, and no Unit Owner may sweep or throw or permit to be swept or thrown, any dirt, debris or other substance therefrom. All Applicable Laws relating to recycling must be complied with; in the event that the Condominium shall incur any fine, penalty or expense as a result of non-compliance by a Unit Owner (or an occupant of his Unit) with any such Applicable Law relating to recycling, the cost thereof shall be paid or reimbursed by such Unit Owner to the Condominium Board.

No playing or lounging may occur in the entrances, passages, public halls, vestibules, corridors, stairways, fire towers or other Common Elements of the Property, except in any recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements used for storage, recreational or service purposes in the Property, without any diminution in the Common Charges payable by any Unit Owner.

Nothing may be done or kept in any Unit or in the Common Elements that shall increase the rate of insurance on the Property, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner may permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Property, or the contents thereof, or that would be in violation of any Applicable Law.

No Unit Owner or any of his Family Members, agents, servants, employees, licensees or guests may at any time bring into or keep in a Unit any flammable, combustible or explosive fluid, material, chemical or substance, except as is necessary and appropriate for the permitted uses of such Unit.

No barbecuing or open-flame cooking shall occur in any Unit. Notwithstanding the foregoing, barbecuing and open-flame cooking may occur in any Limited Common Element, subject to applicable law.

No Unit Owner may make, cause or permit to be produced upon or to emanate from his Unit or any appurtenant Limited Common Element any noises, activities or odors that the Condominium Board deems to be unusual, disturbing or objectionable or permit anything to be done therein that interferes with the rights, comforts or conveniences of the other Unit Owners. No construction, repair work, or other installation involving noise may be conducted in any Unit except on weekdays (excluding Holidays), and only between the hours of 8:00 a.m. and 5:00 p.m., without prior written consent of the Condominium Board, unless such construction or repair work is necessitated by an emergency. The foregoing restrictions shall not apply to Units owned by Sponsor.

No bird, reptile or other animal shall be permitted to be harbored in any Unit without the prior written consent of the Condominium in each instance, except as may be otherwise provided in the By-Laws or Rules and Regulations promulgated thereunder. Any consent so granted shall be revocable at any time by the Condominium. No bird, reptile or other animal shall be permitted in any Common Element of the Building unless carried or on a leash. No pigeons or other birds or other animals may be fed from the window sills, patios, terraces, or other public portions of the Property, or on the sidewalk or street adjacent to the Property. The foregoing restrictions shall not apply to Units owned by Sponsor.

No Unit Owner may install any plantings or planters on any roof, terrace, balcony or patio unless they comply with all Applicable Laws, including, inter alia, those governing weight, size and soil composition. While no additional restrictions imposed by the Condominium Board currently exist or are currently contemplated, it is conceivable that, in the future, the Condominium Board may impose such restrictions. However, to the extent that any such restrictions are imposed by the Condominium Board in the future, any such restrictions shall not apply to Units owned by Sponsor.

In the event that any Unit shall be used for home occupation purposes in conformity with the Declaration and the By-Laws and pursuant to Applicable Law, no patients, clients or other invitees of the Unit Owner thereof shall be permitted to wait in any lobby, public hallway or vestibule. The foregoing restrictions shall not apply to Units owned by Sponsor.

Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent of the floor area of each Unit (excepting only kitchen and bathroom areas, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material. The foregoing restrictions shall not apply to Units owned by Sponsor.

No window guards or other window decorations may be used in or about any Unit, except such as will have been approved in writing by the Condominium Board or the Managing Agent, which approval will not be unreasonably withheld or delayed. In no event, however, may any exterior glass services of any windows at the Property be colored or painted. Units occupied by children under the age of 10 must have window guards installed in compliance with Applicable Law.

No ventilator or air-conditioning device may be installed in any Unit without the prior written approval of the Condominium Board, which approval will not be unreasonably withheld or delayed. The foregoing restrictions shall not apply to Units owned by Sponsor.

No radio or television aerial, satellite dish or other signal-receptive device may be attached to or hung from the exterior of the Property, and no sign, notice, advertisement or illumination (including, without limitation, "**For Sale**," "**For Lease**" or "**For Rent**" signs) shall be inscribed or exposed on or at any window, door, or other part of the Property, except as such are permitted pursuant to the terms of the Declaration and/or the By-Laws or as are approved in writing by the Condominium Board or the Managing Agent. Nothing may be projected from any door or window of a Unit (except an Unsold Unit) without similar approval. The foregoing restrictions shall not apply to Units owned by Sponsor or any Sponsor Successor.

All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Unit must fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner alone will be liable for any damage or injury caused by any radio, television or other electrical equipment in his Unit or any appurtenant Limited Common Element.

Water-closets and other water apparatus in the Property may not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article may be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit will be repaired and paid for by the Unit Owner of such Unit.

Each Unit Owner must keep his Unit and any appurtenant Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

The agents of the Condominium Board or the Managing Agent, if any, and any contractor or workman authorized by the Condominium Board or the Managing Agent, if any, may enter any Unit or any appurtenant Limited Common Element at any reasonable hour of the day, on at least one business 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 will be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes. However, in the event that any access to a Unit or any appurtenant Limited Common Element shall be necessary in the event of an emergency of any nature, no prior notice shall be required.

The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent will be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care under the circumstances is given to such Unit Owner's property).

No occupant of the Property may send any employee of the Condominium or of the Managing Agent out of the Property on any private business.

Corridor doors must be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Unit Owner or other occupant will operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or other occupant.

<u>Repairs and Maintenance of Units and Common Elements</u>

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit (other than the Common Elements contained therein) will be performed by the Unit Owner at his sole cost and expense (and in compliance with all alterations and insurance requirements of the Condominium), or if in or to the General Common Elements will be performed by the Condominium Board as a Common Expense, or if in or to any Limited Common Element will be performed either by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, or by the Unit Owner having direct and exclusive access thereto at his sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs and replacements.

In connection with the foregoing, it should be noted that each Unit Owner is responsible at his own cost and expense for washing and cleaning the exterior glass surfaces of all windows of his Unit. It is also noted that the Rules and Regulations require eighty (80%) percent of the floor area of each Unit (except for kitchen and bathroom areas, closets and foyers) to be covered with rugs, carpeting or other equally effective noise reducing material.

Notwithstanding the foregoing, all maintenance, repairs and replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, necessitated by the negligence, misuse or abuse of a Unit Owner, or by any agent, contractor, licensee, invitee, Family Member, tenant, co-occupant or guest of such Unit Owner, will be made by such Unit Owner at his sole cost and expense.

The By-Laws require that each Unit, any Limited Common Elements appurtenant thereto, and all portions of the Common Elements, be kept in first-class condition (and, with respect to any terrace or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. The By-Laws further require that those public or other areas of the Building that are exposed to public view (whether they are required to be maintained by a Unit Owner or by the Condominium Board) be kept in good appearance in conformity with the dignity and character of the Property by such Unit Owner or the Condominium Board, as the case may be. In the event that any Unit Owner shall fail to keep his Unit or any appurtenant Limited Common Element in good condition, the Condominium Board may, at the expense of such Unit Owner, enter the Unit or any such appurtenant Limited Common Element to perform any acts necessary to cure the default, provided that requests for entry are made on at least one business day's prior notice to the Unit Owner, and that any such entry is at a time reasonably convenient to the unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. See the subsection below entitled "**Rights of Access."**

Lead-based Paint

Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit in Part II of

this Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

Alterations and Improvements of Units and Common Elements

No Unit Owner of a Unit (except Sponsor and any Sponsor Successor) may perform any structural Work in or to his Unit or any appurtenant Limited Common Element without the prior written approval of the Condominium Board. Such approval may be conditioned, in the discretion of the Condominium Board, upon any reasonable condition, including but not limited to the execution of an agreement by the Unit Owner, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions upon which such Work may be performed, including but not limited to a requirement for compliance with the Condominium's insurance requirements. Except as otherwise provided in the By-Laws, no Unit Owner may perform any Work in or to the Common Elements.

Notwithstanding the foregoing, Sponsor and any Sponsor Successor will have the right, without the approval of the Condominium Board, the Managing Agent, other Unit Owners or Permitted Mortgagees, Mortgage Representatives or any other mortgagees to: (a) perform Work in or to any Unsold Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Units; provided, however, that these actions comply with Applicable Law and do not impinge upon the Common Elements appurtenant to a Unit. See the Section of the Plan entitled **"Changes in Price, Sizes, Layouts and Number of Units."**

At the request of Sponsor or any Sponsor Successor, the Condominium Board will execute any application or other document required to be filed with any Governmental Authority having or asserting jurisdiction in connection with any Work proposed to be performed by Sponsor or any Sponsor Successor, at which time Sponsor or any Sponsor Successor will indemnify and hold harmless the Condominium Board and the Unit Owners from any expense or liability by virtue of the execution of such application or other document.

Rights of Access

As more fully set forth in the Declaration and the By-Laws, the Condominium Board, the Managing Agent, any superintendent and other Persons authorized by the Condominium Board will have a right of access to any Unit for the purposes, among others, of making inspections of, or removing violations of Applicable Law against any part of, the Property, curing defaults committed by a Unit Owner under the Condominium Documents or correcting any conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and any Sponsor Successor, and their respective contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain Work in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan. Requests for entry shall be made on at least one business day's prior notice, and any such entry shall be at a time reasonably convenient to the unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Self-Help

If any Unit Owner shall fail to maintain or repair any part of the Property required to be maintained or repaired by such Unit Owner, or in the event of any breach of any requirement set forth in the Condominium Documents, then, as set forth in the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at the Unit Owner's expense.

Insurance

Unit Owners are not prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and that the liability of the carriers issuing insurance procured by the Condominium Board will not be affected or diminished by reason of any Unit Owner's other insurance. Unit Owners are encouraged to obtain and maintain, at their own individual expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in Units, in such amounts as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in Units or any appurtenant Limited Common Elements. See the Section of the Plan entitled **"Rights and Obligations of Condominium Board/Summary of By-Laws"** for a description of the insurance coverage provided by the Condominium Board. Schedule B contains a summary of the Condominium's insurance coverage which will be in effect at the First Unit Closing.

Smoking

Smoking (including hookahs, "vapes," "e-cigs" and similar devices) is prohibited in all indoor areas of the Building (including all Units) and in all outdoor areas of the Building (including all yards and terraces).

Lead-Based Paint Disclosure

The United States Department of Housing and Urban Development, and the New York City Department of Health, have recently enacted various Applicable Laws that require, respectively: (i) disclosure by Sponsor of information and reports in its possession regarding the presence of lead-based paint at the Property, and (ii) under certain circumstances, periodic inspections of Units by the Condominium and/or Unit Owners, and, under certain circumstances, remediation and repair of areas on which lead-based paint is present and/or may be deteriorated. Prospective Purchasers are urged to review such Applicable Laws in order to determine the effect that any such Applicable Laws may have on such prospective Purchaser's purchase and/or ownership of a Unit.

It is the opinion of the Sponsor that such Applicable Laws with regard to lead-based paint apply to the Property.

Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included in Part II of this Plan.

Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for, lead paint.

Sponsor has no knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards at the Property. However, Sponsor did not conduct any due diligence regarding the presence of lead paint in the Building. Sponsor believes (but does not warrant) that, as part of its renovation of the Property, it has already removed all paint from apartments that could have contained lead. Any knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards that hereafter become known or available to Sponsor will be disclosed to each prospective Purchaser under the Plan as and to the extent required by the Regulations, but need not be disclosed in an amendment to this Plan. See “Special Risks”.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes by the City of New York. A Unit Owner will not be responsible for unpaid taxes on other Units, nor will the Unit be subjected to any lien arising from the non-payment of taxes on other Units.

The New York City Department of Finance will determine the value of the Property annually and fix the "actual" assessment of the Property, based upon its market value. Changes in a property's "actual" assessed value from year to year due to changes in market value (and not due to new construction or alterations) are phased in over five (5) years at 20% per year, thereby producing a "transitional" assessed value. Real estate taxes are generally based on the lower of the "transitional" or "actual" assessed value. In the case of new construction, the two values are the same because the increases are not phased in.

The real estate tax estimates are based upon the assumptions contained in a May 25, 2022 letter from the law firm Korngold Powers LLP, 60 East 42nd Street, Suite 4600, New York, New York 10165. A copy of such letter is set forth in the Section of the Plan entitled **"Opinions of Counsel."**

As stated in such letter, Korngold Powers LLP projects that, inter alia, the assessed valuation for all of the Units at the Property for the period from (a) January 1, 2023 to June 30, 2023 is projected to be $1,944,641 and (b) July 1, 2023 to December 31, 2023 is projected to be $2,100,212. The projected aggregate real estate taxes for all of the Units for the period from (a) January 1, 2023 to June 30, 2023 will be $118,963 (based on a tax rate of 12.235% for this period) and (b) July 1, 2022 to December 31, 2023 will be $128,480 (based on a tax rate of 12.235% for this period. Accordingly, the projected real estate taxes payable with regard to each Unit during the Condominium's projected first year of operation are based on that Unit's proportional Common Interest percentage share of $247,443 (i.e., the aggregate projected amount of real estate taxes payable from January 1, 2023 to December 31, 2023).

The real estate tax estimates set forth in Schedule A and further described above are based on an assessment of the Building after rehabilitation is complete and the values set forth above (and in the Korngold Powers LLP opinion letter dated May 25, 2022).

Purchasers should also note that, pursuant to the Tax Cuts and Jobs Act of 2017 (the "New Tax Law"), which went into effect on January 1, 2018, several significant limitations were enacted with regard to the deductibility of real estate taxes.

Specifically relevant to real estate taxes, the New Tax Law limits the deductibility of real estate taxes and state and local income taxes to a maximum of $10,000 *in the aggregate*. Thus, a Unit Owner who qualifies for such deductions will be severely limited in such deductions from the amount that could have been deducted prior to the enactment of the New Tax Law. In addition, the deductibility of real estate taxes in general may not be available at all to the extent that an Unit Owner does not itemize deductions on his/her income tax return, and/or to the extent that (s)he is subject to the Alternative Minimum Tax. Also, the impact of the New Tax Law on New York State and New York City tax laws, and the concomitant deductibility of real estate taxes for New York State and New York City income tax purposes, is not yet clear. In light of that, neither Sponsor nor

Sponsor's counsel express any opinion on the extent to which any Unit Owner may be able to deduct real estate taxes for Federal, New York State or New York City income tax purposes. Prospective Purchasers are urged to consult with their own tax advisors.

Schedule A allocates the projected real estate taxes payable by the Unit Owners in accordance with such Unit Owners' respective interests in the Common Elements. It is possible that the tax assessor of the City of New York may allocate assessments among Unit Owners on a basis that differs from the allocation used in the Plan.

The opinions expressed in the Real Estate Tax Letter, including the estimated real estate tax liability, are based on interpretations of Law, the Administrative Code of the City of New York and the applicable rules and regulations of the Department of Finance then in effect. They are not intended and should not be construed as representations or warranties.

Although in Sponsor's opinion this method of calculating the real estate taxes applicable to each Unit is reasonable, there can be no assurance that this method of calculation of real estate taxes applicable to each Unit will be the final method used by the New York City taxing authorities in establishing the real estate tax assessment for each Unit. If for any reason a different method of calculation is used or a different assessment placed upon any of the Units by such authorities, real estate taxes may increase or decrease, depending upon the final decision of such taxing authorities. In addition, although the Sponsor anticipates that the real estate tax rate will increase in future years rather than remain constant as assumed in the example, the projected real estate taxes do not consider the effect of the COVID-19 Coronavirus pandemic, and it is unknown how the pandemic will affect assessed values going forward.

Pursuant to Article II, section 2(q) of the By-Laws, the Condominium Board is authorized to file, prosecute, negotiate and settle, on behalf of all Unit Owners, tax certiorari petitions and appeals for the purpose of reducing the assessed valuations of, and/or the real estate taxes due with regard to, all Units in the Condominium.

NEITHER THE SPONSOR, SPONSOR'S CONSULTANT, SPONSOR'S COUNSEL, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION ON BEHALF OF SPONSOR AS TO THE AMOUNT OF ANY TAX THAT WILL BE ASSESSED AGAINST ANY UNIT OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY UNIT OWNER OR THAT THE TAX LAWS OR RULINGS OR JUDICIAL INTERPRETATIONS THEREOF, AND PURCHASER'S REAL ESTATE TAX LIABILITIES, WILL NOT CHANGE. IN NO EVENT WILL SPONSOR, SPONSOR'S CONSULTANT, OR SPONSOR'S COUNSEL BE LIABLE TO ANY PURCHASER UNDER THIS PLAN IN THE EVENT THAT THE RESULTING TAXES DIFFER FROM THOSE PROJECTED.

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 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

against each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided 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 place in escrow, in the name of the Condominium Board, an amount equal to real estate taxes attributable to Unsold Residential 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 Residential Unit.

There are currently no tax certiorari proceedings pending.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following summary is for informational purposes only and is based upon information provided by Belkin Burden Goldman, LLP, set forth in the Section of the Plan entitled **"Opinions of Counsel."**

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

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 (the "New Tax Law") went into effect. This Federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to home ownership. Purchasers are advised to consult with a tax expert regarding the extent to which the New Tax Law will affect the Purchaser's deductibility of mortgage interest and real estate taxes for income tax purposes.

Specifically, the New Tax Law enacted significant limitations on the ability of Unit Owners of residential condominium units, such as the Unit Owners, to be able to deduct mortgage interest expense and real estate taxes paid with regard to the Units, starting in 2018. The New Tax Law limits the deductibility of interest on mortgages obtained on and after January 1, 2018 to mortgages having an aggregate principal amount of $750,000 or less; interest on mortgages with an aggregate principal amount in excess of $750,000, and interest on home equity credit lines, is not deductible under the New Tax Law. In addition, the New Tax Law limits the deductibility of real estate taxes and state and local income taxes to a maximum of $10,000 *in the aggregate*. Thus, a Unit Owner who qualifies for such deductions will be severely limited in such deductions from the amount that could have been deducted prior to the enactment of the New Tax Law. In addition, the deductibility of real estate taxes in general may not be available at all to the extent that a Unit Owner does not itemize deductions on his/her income tax return, and/or to the extent that (s)he is subject to the Alternative Minimum Tax. Also, the impact of the New Tax Law on New York State and New York City tax laws, and the concomitant deductibility of mortgage interest and real estate taxes for New York State and New York City income tax purposes, is not yet clear. In light of that, neither Sponsor nor Sponsor's counsel express any opinion on the extent to which any Unit Owner may be able to deduct mortgage interest or real estate taxes for Federal, New York State or New York City income tax purposes. Prospective Purchasers are urged to consult with their own tax advisors.

To the extent that they are available at all, any potential deductions are subject to certain exceptions and limitations.

Under Section 528 of the Internal Revenue Code, the Condominium Board will be eligible to elect for the Condominium to be exempt from Federal income tax on Common Charges collected from the Unit Owners, since the requirements of Section 528 appear to be satisfied by this Condominium. Purchasers should note that, if the Condominium Board fails to make such election under Section 528, no monies have been set aside for possible taxes arising therefrom. Please see the Section of the Plan entitled **"Opinion of Counsel."**

Common Charges will be borne by the Unit Owners and assessed and collected by the Condominium Board. See the income tax opinion in the Section of the Plan entitled **"Opinion of Counsel"** for a further discussion of the tax status of the Condominium.

No representations or warranties are made 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 aforementioned deductions or that the tax laws, or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Sponsor's Counsel has based its income tax opinion will not change. In no event will Sponsor, the Managing Agent, Sponsor's Counsel, or any other person connected with this offering be liable if, at any time or for any reason, it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid make any representations or warranties with respect to the tax consequences of this Plan or the tax consequences or ownership of any Units currently or hereafter offered under the Plan, and no one has been authorized to make such representations or warranties.

NO WARRANTIES ARE MADE THAT THE INTERNAL REVENUE SERVICE, THE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK OR THE DEPARTMENT OF FINANCE OF THE CITY OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER, NO WARRANTIES OR REPRESENTATIONS ARE MADE THAT THE TAX LAWS UPON WHICH SPONSOR'S COUNSEL BASES ITS OPINION WILL NOT CHANGE AND IN NO SUCH EVENT WILL SPONSOR, ANY SELLING AGENT, ANY MANAGING AGENT, SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT UNIT OWNERS DO NOT MEET OR AT ANY FUTURE TIME CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE, THE NEW YORK STATE TAX LAW, THE NEW YORK CITY ADMINISTRATIVE CODE OR ANY AMENDMENT TO ANY OF THEM. MOREOVER, NONE OF THE AFORESAID MAKES ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF ANY UNIT OFFERED UNDER THE PLAN EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES OTHER THAN THOSE CONTAINED HEREIN. EACH PURCHASER SHOULD CONSULT HIS OWN TAX ADVISOR AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF UNIT OWNERSHIP.

OPINIONS OF COUNSEL

Korngold Powers LLP
COUNSELORS AT LAW
60 East 42nd Street
Suite 4600
New York, NY 10165
212.324.3398
korngoldpowers.com

May 25, 2022

Twenty-First Lofts, LLC
c/o Pauline Oudin
90 Greene Street #4
New York, N.Y. 10012

Re: Iron Lofts Condominium
29 West 21st Street
Block 823 Lot 23, Manhattan

To Whom it May Concern:

This letter is in response for a projection of the assessed value and real estate taxes upon conversion to a condominium at the above referenced property. You have advised us that there are presently six residential units in the building and a commercial unit on the ground floor and there has been no recent or planned renovation work in the building. You have requested an estimate of the assessed value and real estate taxes for the initial budget year commencing January 1, 2023.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes a square footage analysis of the project and the number of units in the property. We have also examined publicly available web sites maintained by the NYC Department of Buildings and Department of Finance.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (if operated as a rental), comparable properties in the Borough of Manhattan, as well as market conditions in the general area and limitations on increases in the assessed value on tax class 2B properties..

In predicting the future assessed value and taxes, we have given further consideration to statutory restrictions on properties with ten or fewer residential properties.

Real Estate Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The final assessment roll containing the final 2022/2023 assessed values was published on May 25, 2022 and showed the following values:

Actual Total Assessed Value	Tax Class
1,944,641	2B

This property with only six residential units is in Tax Class 2B. Tax Class 2B is a protected residential tax class covering buildings where there are six or fewer residential units and which limits the increases in assessed value that may be imposed on the building. Upon being converted to a condominium, the Department of Finance will place the lots in tax class 2C which is the equivalent to tax class 2B, but it merely indicates the property is either a cooperative or a condominium. Pursuant to Real Property Tax Law Section 1805, the assessor shall not increase the assessment of any parcel in this tax class in any one year, as measured from the actual assessment on the previous year`s assessment roll, by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period. Increases due to physical improvements are added in full to the next year's assessment and are not subject to the 8% and 30% limitations.

In June of 2021, the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2023 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. Former Governor Cuomo signed this bill into law. Assuming the post construction assessed value is set as estimated in this letter, the abatement for eligible unit owners would be set at 17.5% of the annual taxes. A unit owner must acquire title by January 5 and an application must be timely filed with the New York City Department of Finance to be possibly eligible for the abatement for immediately successive tax year. The law makes additional changes from the original abatement law which will eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. Units owned by limited liability companies and corporations are not eligible. In September of 2021, Governor Hochul signed into law an amendment to the existing condo abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this condo abatement. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement or if this law will be reenacted. This building will not qualify for the abatement unless a prevailing wage is paid to all service workers who are employed at the property for 8 hours or more per week.. Therefore, in predicting the taxes on this building we have not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility

We have been advised that in determining the assessed values for the individual units, since November 28, 2005 the revised procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the

City Register. Thus the allocation of the assessed value of all residential units should be based on the common interest as set forth in the condominium declaration.

The 2022/2023 class 2 residential tax rate has not yet been set been set. Assuming the tax rate remains the same as 2021/2022 at $12.235 for each $100 of assessed valuation for tax class 2 (all units in a 2A/2B/2C building will be taxed on the tax class 2 rate), we make the following projection of the real estate taxes prior to any tax abatements or tax exemptions for the initial budget year commencing on January 1, 2023:

January 1, 2023- June 30, 2023 (6 Months of the 2022/2023 tax year)

Actual Assessed Value	Tax Rate	Estimated Real Estate Tax (6 Months)
$1,944,641	.12235	$118,963

July 1, 2023- December 31, 2023 (6 Months of the 2023/2024 tax year)

Actual Assessed Value	Tax Rate	Estimated Real Estate Tax (6 Months)
$2,100,212	.12235	$128,480

Total Estimated Initial Budget Year Taxes	$247,443

The writer of this opinion has extensive experience in real estate tax review matters as well as in ICIP/ICAP, 421-a and J-51 tax exemption/ tax abatement applications, and has filed applications for correction of the tax assessments and tax exemptions/tax abatements on various properties. He has been practicing in this area of law since his admission to practice law in 1977. Additionally, the writer is the past chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a former director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued the within letter our opinion is not a guarantee that such benefits will be available. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate. Interested parties should be aware that the estimate of the 2023/2024 real estate tax assessment

and taxes covers a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, law or policies of government agencies may radically change the opinions expressed herein.

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

Very truly yours,

KORNGOLD POWERS LLP

Paul J. Korngold

By: Paul J. Korngold

Belkin · Burden · Goldman, LLP
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October 15, 2021

TWENTY-FIRST LOFTS, LLC
90 Greene Street, #4
New York, New York 10012

Re: 29 West 21st Street, New York, N.Y.

To Whom It May Concern:

You have requested our opinion concerning: (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase for residential use residential units (the "Units") in The Iron Lofts Condominium (the "Condominium"), at 29 West 21st Street, New York, New York (the "Property"), and (ii) the treatment for such income tax purposes of the common charges to be paid or borne by such Unit Owners. The Property is currently being presented as a rehabilitated vacant building, and will house six residential units and one commercial unit, pursuant to an offering plan to be filed with the New York State Department of Law (the "Plan").

In connection with rendering this opinion, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 (the "Code"), the Tax Cuts and Jobs Act of 2017 (the "2017 Law"), the New York State Tax Law (the "State Tax Law"), the New York State Real Property Law (the "RPL"), the Administrative Code of the City of New York (the "City Code"), the regulations promulgated under each of the foregoing, regulations promulgated by the New York State Department of Law, and such other materials as we have deemed relevant. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

The opinions expressed herein do not apply to any residential units that are purchased for other than residential use.

I. DEDUCTIBILITY OF MORTGAGE INTEREST AND REAL ESTATE TAXES

A Unit Owner will own his/her Unit and its appurtenant interest in the Common Elements in fee simple. Therefore, each Unit Owner may mortgage his/her Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness. Also, each Unit will be taxed as a separate tax lot for real estate tax purposes.

In our opinion, a Unit Owner may, for Federal income tax purposes, be entitled to such deductions as may still be permitted under the 2017 Law for mortgage interest under Section 163 and real estate taxes paid under Section 164, in the year paid in the case of cash basis taxpayers, or in the year accrued in the case of other taxpayers. Rev. Rul. 64-31, 1964-1 Cum Bull. 300.

Please note that the 2017 Law limits the deductibility of interest on mortgages obtained on and after January 1, 2018 to mortgages having an aggregate principal amount of $750,000 or less; interest on mortgages with an aggregate principal amount in excess of $750,000, and interest on home equity credit lines, is not deductible under the 2017 Law. The deductibility of interest is also subject to Section 461(g) of the Code which states that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than "points" or origination fees paid in certain cases).

Please note further that, with regard to real estate taxes, the 2017 Law limits the deductibility of real estate taxes AND state and local income taxes to a maximum of $10,000 IN THE AGGREGATE. Thus, a Unit Owner who qualifies for such deductions will be severely limited in such deductions. In addition, the deductibility of real estate taxes in general may not be available to the extent that a Unit Owner does not itemize deductions on his/her income tax return, and/or to the extent that (s)he is subject to the Alternative Minimum Tax.

It is also our opinion that each Unit Owner may, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for mortgage interest and real estate taxes, in the case of cash basis taxpayers paid, or, in the case of other taxpayers, accrued, during the taxable year paid or accrued, as the case may be. Section 615 of the State Tax Law; Section T46-115.0 of the City Code. It should be noted, however, that for New York State and New York City income tax purposes, the deduction may be reduced if the Unit Owner has more than a specified amount of tax preference items. Sections 615, 622 and 623 of the State Tax Law; Sections T46-115.0, T46-122.0 and T46-123.0 of the City Code. Moreover, the impact of the 2017 Law on New York State and New York City tax laws, and the concomitant deductibility of mortgage interest and real estate taxes for New York State and New York City income tax purposes, is not yet clear. In light of that, we express no definitive opinion on the extent to which any Unit Owner may be able to deduct mortgage interest or real estate taxes for New York State or New York City income tax purposes.

II. COMMON CHARGES

Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board of Managers.

It is our opinion that, under Section 528 of the Code, the Board of Managers should be eligible to elect for the Condominium to be exempt from Federal income tax on Common Charges collected from the Apartment Unit Owners provided that the requirements of Section 528 are met. It is our opinion that the Condominium will qualify under Section 528 of the Code. Furthermore, we understand that New York State and New York City may follow the Federal income tax treatment of condominium associations, such as the Condominium, for purposes of imposing their respective income taxes (including the minimum amounts payable without regard to income) on such associations.

The Condominium By-Laws provide that the Board of Managers will act as the agent of the Unit Owners. Thus, the Board of Managers may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and the Condominium is thus not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from interim investments of the amounts which are assessed and collected from the Unit Owners.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Board of Managers, such as the assessment and expenditure of Common Charges, the Unit Owners (through the Board of Managers) constitute an association taxable as a corporation. See Code Section 7701(a)(3); Treas. Reg. Sec. 301.7701-2; Treas. Reg. Sec. 301.7701-3(b)(2)(B). In such event, such an association may be deemed subject to the Federal corporate income tax (and, therefore, to New York State and New York City corporate income taxes, as well) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the association which are deductible for Federal income tax purposes. In such case, the Condominium would likewise be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax.

In this regard, published rulings indicate that Common Charges which are assessed by a Condominium and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to its Board, either because it is deemed to

receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected (Rev. Rul. 75-370, 1975-2 Cum. Bull. 25) or because the assessed Common Charges are deemed to be non-taxable contributions to the capital of the association (Rev. Rul. 75-371, 1975-2 Cum. Bull. 25) (cf. Concord Village, Inc., 65 T.C. 14 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be subject to tax on his/her pro-rata share of the amounts expended.

In the event that the Condominium shall be required to pay any Federal, New York State or New York City income tax, and the Board of Managers shall make an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

III. GENERAL

No representations or warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Department of Finance of the City of New York will allow any of the aforementioned deductions or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which we, as counsel to the Sponsor, base our opinion, will not change. In no event will we be liable if at any time, for any reason, it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion or as to the tax status and tax consequences of the Plan under the laws of any other United States or foreign jurisdiction. This opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his/her foreign status. This opinion does not deal with the tax consequences which may arise if Units are acquired and/or leased by the Board of Managers, or with respect to whether a Unit Owner may be deemed a resident of New York City due to ownership of a Unit. This opinion does not deal with tax consequences which may result from ownership of unsold or occupied Units. We therefore

strongly advise each person contemplating the purchase of a Unit to consult his/her own tax advisor as to all tax consequences of purchasing a condominium Unit, and all tax matters (as well as with respect to the tax matters discussed in this opinion).

We make no warranty or representation that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Department of Finance of the City of New York will accept any or all of the views stated above. Moreover, the Federal, State and City tax laws and Regulations (and the rulings and decisions thereunder) may change from time to time, thereby affecting the views stated above in whole or in part.

We consent to the filing of this opinion as an Exhibit to the Plan and to the reference to our name under the appropriate caption in the Plan.

Very truly yours,

BELKIN BURDEN GOLDMAN, LLP

Belkin Burden Goldman, LLP

WORKING CAPITAL FUND

At the Closing of each Unit being purchased from the Sponsor, the Purchaser thereof shall pay to the Condominium an amount equal to two months' common charges for the Unit, as a Working Capital Fund contribution.

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 Condominium Board in its sole discretion.

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

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

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

(3) cost of fuel;

(4) charges for electricity and gas for the Common Elements;

(5) payments under service and maintenance contracts and concession agreements;

(6) real estate taxes, water charges and sewer rents on the basis of the tax year for which assessed (unless separately assessed to individual Units);

(7) cost of supplies on hand at Sponsor's cost; and

(8) premiums for transferable insurance policies provided coverage of the policies conforms to that set forth in Schedule B.

If the result of the closing adjustments is a net credit in favor of the Condominium, the Sponsor shall pay or credit the amount thereof to the Condominium at the First Unit Closing. If, however, the result of the closing adjustments is a net credit in favor of Sponsor, the amount of such net credit shall be paid to Sponsor at the time of the First Unit Closing out of the Working Capital Fund, only. In no event, however, shall such payments be made to Sponsor to the extent that they would result in the reduction of the Working Capital Fund to an amount less than $5,000. If, because of the limitation set forth in the preceding sentence, Sponsor is not paid the full amount of the net credit to which it is entitled, at the time of the First Unit Closing, the unpaid balance of the net credit in favor of Sponsor shall be paid to Sponsor by the Condominium Board, without interest, in twelve equal consecutive monthly installments. The Condominium Board will be entitled to prepay such amount at any time and without penalty, provided that such payment would not result in the reduction of the Working Capital Fund to an amount less than $5,000.

The purchase price for the Commercial Unit will be $250,000.00 (not including approximately $15,000 of closing costs, which will be paid from the Condominium's Working Capital account). With respect to such Commercial Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Condominium Board an amount equal to Purchaser's share of the cost of the Commercial Unit determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest appurtenant to all Units (excluding the Commercial Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. See **"Footnotes to Schedule A"** for more information.

The Condominium Board will pay all of the same closing costs to purchase the Commercial Unit as any other Purchaser would pay to purchase a Residential Unit under this Plan. The closing costs for the Commercial Unit will be paid from the initial Working Capital Fund to be established out of payments made on account thereof by Purchasers at the closings of the purchase of the Residential Units. To the extent any such closing costs are advanced by Sponsor, the Condominium Board shall use subsequent contributions to the Working Capital Fund to promptly reimburse Sponsor for all such amounts.

No representation is made that the Working Capital Fund 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 and/or to impose assessments on Unit Owners pursuant to the By-Laws.

While Sponsor is in control of the Condominium Board, the Working Capital Fund may not be used to reduce projected Common Charges as set forth in this Plan.

THE PROPERTY IS OFFERED IN THE CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT OR MANAGING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS EXPRESSLY SET FORTH IN THIS OFFERING PLAN. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

RESERVE FUND

The Projected Budget for the First Year of Condominium Operations included as Schedule B in this Plan includes the funding of a Replacement Reserve Account which may be used exclusively for future capital replacement or repair projects. The Reserve Fund will be accumulated on an annual basis to enable the Condominium to accumulate funds for capital expenditures and replacement costs of the Common Elements. As funds accumulate in the Reserve Fund (i.e., upon the commencement of the collection of Common Charges), such funds shall be available to the Condominium. Sponsor makes no guarantee or representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender, nor is there any guarantee or assurance that the amounts accumulated in the Reserve Fund (or elsewhere) will be adequate to pay for any such capital repairs, replacements or improvements.

Accordingly, notwithstanding the accumulation of a Reserve Fund, Unit Owners shall be obligated to pay their share of the cost of repair, replacements, and improvements to the Common Elements as the need for the same arises, subject to the power of the Condominium Board to evaluate whether there are sufficient funds available and how said funds should be allocated. To the extent the Condominium Board determines that the Reserve Fund or any other funds available to it are inadequate to pay for any future capital repairs, the Condominium Board may increase Common Charges, authorize the imposition of an assessment or borrow funds in accordance with the By-Laws. The Condominium Board, in its discretion, and subject to certain restrictions in the By-Laws, may decide in the future to discontinue the Reserve Fund or increase or decrease the amount of same.

As indicated in Section 2(a)(2) of the Condominium By-Laws, the Reserve Fund shall be used by the Condominium Board exclusively for making capital repairs, replacements and improvements as the Condominium Board may deem necessary for the health and safety of the Building's residents. For so long as the Sponsor controls the Condominium Board, the Reserve Fund may not be used to reduce projected Common Charges set forth in the Plan.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED JUDGMENT UPON THE ADEQUACY OF THE RESERVE FUND.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management Agreement

Prior to the First Unit Closing, the Condominium Board will enter into a management agreement with MQ Property MGMT LTD (the **"Managing Agent"**), having an address at 52A West 8th Street, New York, NY 10011, for an initial term of one year, with provision for automatic renewal under certain circumstances unless such agreement shall be first terminated by either party in accordance with its terms, subject further to the right, among others, of either party to cancel the same for the other party's default in performing a substantial obligation under the management agreement, upon thirty (30) days' prior written notice (unless the defaulting party shall cure its default within such thirty (30) day period).

The Managing Agent will receive an annual fee of $16,000.00, payable in equal monthly installments. The Managing Agent will be entitled to certain additional fees, commissions and reimbursement for certain special services performed by it. All such fees will either: (i) be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense, or, (ii) if appropriate, be paid by the Unit Owner, or the prospective purchaser or tenant, as the case may be, requesting the applicable special service.

The Managing Agent is not affiliated with the Sponsor.

Notwithstanding anything to the contrary, the Managing Agent will work in the best interests of the Condominium and its Unit Owners.

The Sponsor and its principals will not engage in "sweetheart" deals.

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

(1) billing and collecting Common Charges;

(2) causing the Common Elements to be serviced, maintained, repaired and altered in the manner deemed advisable by the Condominium Board, except that the Managing Agent shall not enter into any written contract in the name of the Condominium Board in excess of $5,000 for repairs, replacements, alterations, improvements, utilities or services to or of the Property or equipment thereon, without the prior approval of the Condominium Board (other than in case of emergency);

(3) hiring, training, supervising, and discharging such employees of the Condominium Board, as are necessary for the operation and management of the Condominium;

(4) maintaining, in full force and effect, all insurance required by the By-Laws, reasonably required by the Condominium Board;

(5) maintaining records of cost and expenses incurred and income and receipts received in connection with the operation of the Property;

(6) furnishing to the Condominium Board statements of operations of the Property and an annual budget, setting forth a detailed projection of cash receipts, cash receipts, cash expenditures, working capital and other necessary reserves and capital improvements and expenditures;

(7) attending meetings of the Condominium Board and Unit Owners as needed; and

(8) paying, out of the Condominium Board's operating account, bills and invoices for the costs and expenses of operating the Condominium.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the management agreement.

If requested by the Condominium Board, the Managing Agent shall bond itself and all employees who handle, deal with or are responsible for monies of the Condominium Board under a fidelity bond in the amount of $250,000 for each loss. The cost of the bond will be borne by the Condominium Board and charged to the Unit Owners as a Common Expense, and has been provided for in the estimate of the Condominium's expenses contained in Schedule B, and will be included in the budgets prepared annually by the Managing Agent.

The Managing Agent shall have no power or right to assign any monies due to it under the management agreement or to delegate any of its obligations or responsibilities thereunder to any other person, firm or corporation without the prior consent of the Condominium Board.

The Managing Agent for the Condominium is required by Section 352-eeee of the General Business Law to be the managing agent of all dwelling units occupied by Non-Purchasing Tenants, if any. The Managing Agent must provide to Non-Purchasing Tenants, if any, all services and facilities required by Applicable Law on a non-discriminatory basis. Sponsor guarantees the obligation of the Managing Agent to provide all such services and facilities until such time as Sponsor surrenders control of the Condominium Board.

The annual financial statements of the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an accountant engaged by the Condominium Board, whose fees are to be paid by the Condominium Board and charged to the Unit Owners as a Common Expense.

Other Contractual Agreements

Upon commencement of condominium operation, the Property will be subject to those service and concession agreements disclosed in the Footnotes to Schedule B, if any; such Footnotes should be reviewed for full details of such agreements as may be in effect or proposed at

the date of presentation of the Plan. The projected insurance coverage to be obtained for the first year of condominium operation is contained in the Footnotes to Schedule B.

Sponsor has reserved the right, prior to the First Unit Closing, to enter into agreements that will be binding on the Condominium Board, provided Sponsor may not enter into any binding service or maintenance, or concession agreement for longer than two (2) years, unless same contains a provision permitting the Condominium Board to cancel the agreement from and after the second anniversary of the First Unit Closing, upon giving not less than ninety (90) days' prior written notice.

IDENTITY OF PARTIES

Sponsor

Sponsor is Twenty-First Lofts, LLC, a New York limited liability company having an address at 90 Greene Street, #4, New York, New York 10012. Sponsor was formed on June 21, 2007, and Sponsor acquired fee title to the Property by deed dated August 6, 2007 and recorded on August 14, 2007 as CRFN 2007000418595.

The principals of Sponsor are Pauline Oudin and Nicolas Oudin. Mr. Oudin is also the Managing Member of Sponsor. Ms. Oudin and Mr. Oudin have substantial and extensive experience in the construction, ownership, operation and management of real estate throughout the borough of Manhattan. Ms. Oudin and Mr. Oudin have not previously been a principal of an entity that acted as the sponsor for any condominium offering in the State of New York, except that Ms. Oudin was a principal involved in the conversion of 90 Greene Street (a/k/a 121 Spring Street), New York, New York 10012 pursuant to a so-called "no-action" letter, filed by the Department of Law on February 21, 2017 under File No. NA17-0015.

Sponsor and its principals have not, during the past five years, offered properties for sale as cooperatives, condominiums, planned unit development homes or time shares, other than as set forth above. Sponsor and its principals not own, as an individual, general partner, or principal, ten percent or more of the unsold shares or units in any cooperative, condominium or homeowners association within the State of New York other than the Property, except as set forth above.

Sponsor and its principals, and any entity in which the principals of the Sponsor were a principal, have not had any prior felony convictions, or, within the past fifteen (15) years, any prior bankruptcies, convictions, injunctions or judgments that may be material to the Plan or an offering of securities generally.

Sponsor's Attorneys

Sponsor has retained the law firm of Cozen O'Connor, 3 WTC, 175 Greenwich Street – 55th Floor, New York, NY 10007, to represent it in connection with the Plan. Leni Morrison Cummins, Esq., a shareholder of that firm, prepared the Plan and the opinion rendered to Sponsor with respect to the availability of income tax deductions to Purchasers and certain compliance with Section 339-i of the Condominium Act. Cozen O'Connor will also serve as the Escrow Agent under the Plan. Cozen O'Connor is not affiliated with Sponsor or with Sponsor's principal, and has no financial interest in the Property, in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

Selling Agent

The Selling Agent is Compass, having an address at 90 Fifth Avenue, 3rd Floor, New York, New York 10011. The Selling Agent has been active in the sales of condominium units in New York for more than six years, and has acted as selling agent for condominium developments at the following properties (all in Manhattan), among others:

100 East 53rd Street
500 West 25th Street
7 Harrison Street
3 East 3rd Street
347 Bowery
522 West 29th Street
378 Broome Street

There are no prior felony convictions of the Selling Agent or any principal of the Selling Agent, nor are there any prior convictions, injunctions or judgments against the Selling Agent or a principal thereof 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.

Selling Agent is not owned or controlled by Sponsor; and Selling Agent has no financial interest in the project other than the fees being earned in its capacity as Selling Agent.

Managing Agent

It is contemplated that at or prior to the First Closing, the Board will enter into a management agreement on behalf of the Unit Owners with MQ Property MGMT LTD, having a principal office address at 52A West 8th Street, New York, NY 10011, to act as Managing Agent with respect to the Condominium. Managing Agent is not affiliated with Sponsor or with Sponsor's principal, and has no financial interest in the Property, in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

MQ Property MGMT LTD has served or is serving as the managing agent for the following properties located in Manhattan, among other:

Current Properties:

75 First Avenue
619 East 6th Street
139 East 23rd Street

Past Properties:
77 Warren Street
42 Lispenard Street
403 Greenwich Street
134 West 10th Street
174 Duane Street

There have been no prior felony convictions of the Managing Agent or any principals of Managing Agent; and no prior bankruptcies, convictions, injunctions and judgments against Managing Agent or any principal of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

MQ Property MGMT LTD has also served as Budget Expert under the Plan, having reviewed all amounts of income and expenses in Schedule B – "Projected Budget for First Year of Condominium Operation," in consultation with Sponsor.

Sponsor's Architect

The report on the physical condition of the Building included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan was prepared by JG Neukomm Architecture LLC, having an address at 62 William Street, 7th Floor, New York, New York 10005 (the "**Architect**"). The Architect has had extensive experience with the conversion of New York City properties to condominium ownership, and the offering of new construction condominiums in New York City. The Architect has no financial interest in the Property, Sponsor, the Managing Agent or any other party interested in this transaction, except for their fees for services rendered in connection with said report.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board pursuant to the By-Laws:

(1) To submit to all Unit Owners within four (4) months after the end of each fiscal year of the Condominium an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant at least during the period that the Sponsor is in control of the Condominium Board;

(2) To give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, at least ten but not more than forty days prior to the date fixed for the meeting, in accordance with the provisions of the Condominium's By-laws; and

(3) To prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due. While Sponsor is in control of the Condominium Board, the budget shall be certified.

DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all exhibits submitted to the Department of Law in connection with the filing of the Plan on file and available for inspection without charge, and for copying at a reasonable charge, at the office of the Managing Agent for a period of six years from the date of the First Unit Closing. Sponsor shall deliver to the Condominium Board a copy of all Condominium Documents filed with the appropriate recording office at the time of the First Unit Closing.

The Declaration and the By-Laws will be recorded in the Register's Office prior to the First Unit Closing. In addition, a set of the Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate Governmental Authority of the City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. The Plan contains a summary of all the provisions of the various documents referred to herein, and prospective purchasers are urged to review the full text of each such document.

The Condominium is located within the Ladies Mile Historic District as designated by the LPC effective May 2, 1989. Consequently, the ability of the Condominium, or of the individual Unit Owners, to effect changes to the exterior of the Building shall be subject to having to obtain the prior consent of the LPC, and, therefore, such ability may be restricted. In general, work that requires a permit and work on the interior that affects the exterior shall require the prior consent of LPC.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against Sponsor that could materially affect this offering, the rights of Purchasers of Units, the Property, the Condominium, or the operation thereof.

In accordance with the provisions of the Applicable Laws of the State and City of New York, neither Sponsor nor any of its agents will discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground proscribed by Applicable Law in the sale of the Units offered by Sponsor pursuant to this Plan or in the leasing of any such Units or any other portion of the Property.

The Property has not been the subject of any prior cooperative or condominium offering. As of the Presentation Date, neither Sponsor nor any representative or agent thereof have, in violation of Applicable Law, accepted deposits or advances of funds from, or made any preliminary offering to, or entered into any contract or agreement with, any person for the sale of Units in the Property. All of the Units are offered vacant.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of such Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of uncured default), nor unilaterally change the Purchase Price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting in any material respect the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any, within thirty (30) days after the presentation of the amendment. However, such rescission, as to a Purchaser who first became a tenant of the Property after the Presentation Date of this Plan, will be conditioned on the cancellation of any Interim Lease and surrender of possession of his Unit within thirty (30) days thereafter.

All statements and representations made in this Plan with respect to items prepared by others have been made by Sponsor in reliance upon the Persons responsible for the preparation of such items and their authority as experts.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two.

No Person has been authorized to make any statement or representation or to 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.

RESERVATION OF EXCESS DEVELOPMENTAL RIGHTS

The Property includes approximately 10,000 square feet of unused development rights ("Excess Development Rights"), which are commonly known as "air rights." The amount of Excess Development Rights is subject to change depending on the zoning regulation(s) then in effect when such rights are utilized or conveyed. The Excess Development Rights are being reserved by Sponsor. It is unlikely that the Excess Development Rights will be usable for the enlargement of the Building or any Unit therein. See the Section of the Plan entitled **"Reservation of Excess Developmental Rights"** for more information.

The Excess Development Rights are being reserved by Sponsor for the purpose of enlarging the Building or conveying to a Unit Owner or an adjoining parcel or other parcel. However, due to the fact that the building is part of the Ladies' Mile Historic District, as designated by LPC, any addition would require approval from LPC. In addition, the Sponsor has been informed that any addition to the Penthouse Unit would most likely require the creation of a second means of egress pursuant to the New York City Building Code, and that such creation could require, by way of example, the installation of a fire escape on the front of the Building which would require LPC approval. As a result, it is unlikely that the Excess Development Rights will be usable for the enlargement of the Building or any Unit therein, and the Sponsor has agreed that any such use shall be subject to the consent of the Board of Managers, which consent shall not be requested prior to the Sponsor relinquishing control of the Board. In granting such consent, the Board of Managers shall have the right to impose such restrictions and safeguards as it deems proper under the circumstances to protect the Unit Owners.

With respect to a conveyance of the Excess Development Rights to an adjoining parcel or other parcel, the Condominium will not be entitled to share in the proceeds of any sale of the Excess Development Rights to an adjoining parcel or parcels or other parcel or parcels. Since the adjoining buildings are also within the Ladies' Mile Landmark District (and thus require LPC approval for any expansion in height) and have Excess Development Rights of their own, it is unlikely that there will be a market in the vicinity of the Condominium for the Excess Development Rights reserved by the Sponsor. Notwithstanding the foregoing, in the event that Sponsor elects to exercise its rights to the Excess Development Rights described hereinabove, then the Condominium Board and the other Unit Owners shall cooperate in all reasonable respects relating to the construction of any resulting space or the sale or conveyance thereof, including, but not limited to, executing and delivering all applications, documents and consents pertaining thereto and reasonably required therefore.

SPONSOR'S STATEMENT OF BUILDING CONDITION

General

Sponsor hereby adopts the report prepared by JG Neukomm Architecture LLC, which is included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan. Sponsor represents that, to the best of its knowledge, the report accurately states the description and condition of the Property as of the date of the inspection. Sponsor further represents that it has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building Condition.

The proposed use of all Residential Units at the Property will be residential, but certain non-residential home occupation uses may also occur subject to compliance with Applicable Law.

Prior to the First Unit Closing or within a reasonable period of time thereafter, Sponsor will cause to be cured all violations of record against the portions of the Property comprising the Common Elements as of the date of the First Unit Closing (except violations caused by acts or omissions of Purchasers).

Prior to the First Unit Closing, Sponsor will also eliminate any dangerous or hazardous conditions of which Sponsor has notice, including but not limited to "C" violations as defined in the New York City Administrative Code.

Copies of any notices of violations of record found pursuant to a search of the records of various municipal departments of the City of New York are appended to the Report.

Notwithstanding the above, once the Plan is declared effective, Sponsor may nonetheless abandon the Plan on the terms and conditions set forth in the Section of the Plan entitled "**Effective Date**," and upon such abandonment Sponsor shall have no liability to Purchasers hereunder.

As set forth in the report prepared by JG Neukomm Architecture LLC and included as part of the "**Description of Property and Building Condition**" contained in Part II of this Plan, there are, in its opinion, no conditions at the Property that warrant repair or remediation.

PART II

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

JG Neukomm Architecture

SEPTEMBER 20, 2022

29 WEST 21ST STREET, NEW YORK, NY 10010
DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS OF BUILDING CONDITION

Prepared by JG Neukomm Architecture

This report was prepared for the Sponsor for inclusion in an offering plan for conversion of the property to condominium units. The Report is based on (a) a visual inspection of the existing spaces and mechanical equipment and a description of the proposed work to be performed as deemed necessary, but not, unless otherwise stated herein, any tests or penetration into existing walls, floors, etc. or removal of any remaining structural or mechanical elements. It is understood that not all aspects of the physical condition of the Property can be ascertained from a visual inspection alone, and (b) information provided by the Sponsor and/or its representatives, including the limited building evaluation and corresponding report provided by RAND Engineering & Architecture, DPC.

This Report fairly describes the condition of the Building and proposed improvements on the Property as of the date of the inspection with respect to those facts, which could be ascertained from a visual inspection at that time, except as noted herein. This Report provides a general description of the Property, interior spaces and mechanical equipment and a fair summary of their general condition but is not intended to be a complete detailed list of every piece of equipment or of their condition. Emphasis is on their condition at the time of the inspection.

This report has been prepared with the assistance of Gabor Szakal Consulting Engineers, having an address at 54 West 21st Street, New York, NY 10010 for information regarding all mechanical, electrical, and plumbing issues; Gilsanz Murray Steficek LLP, having an address at 129 West 27th Street, 5th Floor, New York, NY 10001 for all information regarding structural stability and structural engineering issues; and J. Callahan Consulting Inc. having an address at 299 Broadway, Suite 1420, New York, NY 10007 for zoning and building code issues.

H.A. Bader Consultants, Inc., having an address at 130 West 25th Street, Suite 4A, New York, NY 10001, conducted asbestos testing. Results (“Asbestos Report”) are included in the Appendix.

RAND Engineering & Architecture, DPC, having an address at 159 West 25th Street, New York, NY 10001, provided a limited building evaluation (“RAND Report”) that is included in the Appendix.

Winton Group Architecture, having an address at 4 Hager Street, East Brunswick, New Jersey 08816, inspected the building pursuant to Local Law 11/98. Their Façade Inspection Safety Program Report (“FISP Report”) is included in the Appendix.

The contents of this Report are correct to the best of our knowledge and belief. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence, of visible portions of the Property and information voluntarily supplied by the Sponsor.

This Report is not to be construed as a guaranty or warranty. It is not intended or prepared for the purpose of fixing a value to the Property or as an option as to the advisability or inadvisability to purchase the Property or acquire share(s) in the condominium units being offered pursuant to the Sponsor's Offering Plan.

29 WEST 21ST STREET, NEW YORK, NY 10010
DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS OF BUILDING CONDITION

A. Location and Use of Property

1. Address: 29 West 21st Street, New York, New York 10010

2. Block 823, Lot 23

3. Zoning: C6-4A Commercial, R10A Residential District Equivalent

4. Permissible Use: C6-4A (R10A) District allows uses in Use Groups 1-12, which include residential, community facility, and most commercial uses as of right. There are no additional Special District Requirements. Property is located in the Ladies' Mile Historic District, subject to NYC Landmarks Preservation Commission approval for any exterior change. Property complies with all zoning and use requirements.

5. Quality Housing: The Building is required to comply with all applicable Quality Housing regulations as per Zoning Resolutions (ZR) in Article II, Chapters 3 and 8, and Article III, Chapter 5, of the NYC Zoning Code.

   a. ZR 23-153 Residential Bulk Regulations for Quality Housing:
      i. Maximum Floor Area Ratio for R10A = 10.0. As per DOB application #110176194, Allowable Floor Area is 25,181 square feet, and actual Total Floor Area is 16,972 square feet. The Building complies.
      ii. Maximum Lot Coverage = 70%. As per DOB application #110176194, Allowable Lot Coverage is 2,282 square feet, and actual Lot Coverage is 2,458 square feet. This is existing non-compliant, and is allowable.

   b. Quality Housing Program Elements:
      i. 28-11 Elevated Ground Floor Units – not applicable, because there are no elevated ground floor units in Building.
      ii. 28-12 Refuse Storage and Disposal – not applicable, because Building has fewer than nine units.
      iii. 28-13 Laundry Facilities – not applicable, because Building has fewer than nine units.
      iv. 28-14 Daylight in Corridors – not applicable, because no corridor floor area has been deducted from total floor area.
      v. 28-21 Required Recreation Space – not applicable, because Building has fewer than nine units.
      vi. 28-22 Standards for Recreation Space – not applicable, because no Recreation Space required.
      vii. 28-23 Planting Areas – not applicable, because Building street wall is on the street line.
      viii. 28-31 Density per Corridor – not applicable, because no corridor floor has been deducted from total floor area.
      ix. 28-40 Parking for Quality Housing – not applicable, because no accessory off-street parking required or provided.

6. Accessibility: The Building was converted to Residential in 2008 under Alteration Type 1 #110176194 from the NYC Department of Buildings. As per sheet A-002 from that application, the project demonstrates Local Law 58/87 Compliance (Adaptable) for handicapped access, bathrooms comply with NYC RS 4-6 4.32.4, and kitchens comply with RS 4-6 4.32.5. ADA compliance diagrams are included on sheet A-004. The approved DOB drawing set is included in the Appendix.

   Local Law 58/87 references ANSI A117.1-1986 American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People as a Federal Code. The NYS Building Code, the Code of Federal Regulation, and the ADA Accessibility Guidelines all reference A117.1, and the Chapter 11, Section 1102.1 of the New York State Building Code states that Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and ICC A117.1.

In view of the Local Law 58/87 compliance statement and the associated ADA diagrams and notes included on the filing DOB Filing drawings for #110176194, it appears that the design for this project was compliant with requirements of applicable local codes and regulations governing accessibility to the disabled. It should also be noted that the NYS Building Code, the Code of Federal Regulation, the ADA Accessibility Guidelines (ADAAG) all reference A117.1, and as such, it appears that the design for this project appears to be compliant with applicable state and federal codes and regulations governing accessibility to the disabled, as per the RAND Report.

B. Status of Construction

1. Year Built: Built in 1909 for Agnes H. Poirier by the architect James E. Ware and Sons. It is our understanding that other than some mechanical work and the addition of an elevator, the work listed in (B)4 below describes the only major changes to the Building.

2. Class of Construction: The Building is classified as Class II-B (Combustible) and conforms to all applicable regulations of the 1968 Building Code of the City of New York.

   Fire ratings of building elements are listed on A-003 in the approved DOB drawings as follows:

a.	Structural frame	1 hour
b.	Loadbearing and non-loadbearing exterior walls	2 hours
c.	Floor construction	1 hour
d.	Roof construction	¾ hour
e.	Loadbearing and non-loadbearing interior walls	none required
f.	Unit separation walls	2 hours
g.	Stair enclosures	2 hours
h.	Exterior walls, based on the fire separation distance of 0’	2 hours

3. Certificate of Occupancy: The current Certificate of Occupancy for the Building is dated January 22, 2010. The Building contains six (6) Class A Dwellings converted under Article 7B of the Multiple Dwelling Law, and one (1) Commercial Unit. All units are offered for sale “as-is” and are in acceptable condition, as per the RAND Report.

   - Cellar: Boiler Room and One-Half (1/2) habitable Dwelling (zoning use group 2)
   - 1st Floor: Commercial Unit and One-Half (1/2) habitable Dwelling (zoning use group 6 and 2)
   - 2nd Floor: One (1) habitable Apartment (zoning use group 2)
   - 3rd Floor: One (1) habitable Apartment (zoning use group 2)
   - 4th Floor: One (1) habitable Apartment (zoning use group 2)
   - 5th Floor: One (1) habitable Apartment (zoning use group 2)
   - 6th Floor: One-Half (1/2) habitable Apartment (zoning use group 2)
   - 7th Floor (Penthouse): One-Half (1/2) habitable Apartment (zoning use group 2)

   The Certificate of Occupancy states that the Cellar space within Residential Unit 1 is habitable and may be used for sleeping, dining, or any other habitable purpose. Light and air are provided via floor to ceiling windows on the rear façade.

   a. As per the approved ALT 1 application #110176194, the NYC Department of Buildings (DOB) does not require the Cellar’s square footage to be included in the Building’s total Zoning Floor Area. Although the current NYC Zoning resolution includes habitable Cellar space in Floor Area, the original 1961 Zoning Resolution excluded all Cellar space from Floor Area and was current at the time of filing.

   b. As per Section 216 of the NYS Multiple Dwelling Law (MDL), the habitable rooms in the Cellar – the two bedrooms – meet the following criteria:

      1. For all habitable rooms:
         - Each has its own bathroom.
         - Each is properly lighted and ventilated.

2. For all habitable rooms in buildings constructed after April 12, 1901:
   - Ceiling height exceeds 9'-0".
   - Ceilings are least 2'-0" above curb level.
   - The yard is at the same level or lower than the habitable room's floor level.
   - Windows open directly to a yard.
   - Cellar has a maximum of one apartment, with fewer than five habitable rooms.
   - Windows must be at least 12 sf and must be at least 1/8 of the rooms' total floor area. At least half of each window is operable, and the top of the windows are within 12" of the ceiling.
   - All walls and floors are dampproof and waterproof.
   - The entire Cellar is dampproof and waterproof.

c. Light and Air Calculations:

Master Bedroom
- Area = 14'-10 ½" x 10'-7 ¾" = 158.0 sf.
- Light requirement = 1/8 x 158.0 sf = 19.75 sf as per MDL Section 216.
- Window wall area = 10'-9"W x 12'-2"H =130.8 sf. Exceeds requirement.
- Air requirement = 0.5 x 130.8 sf = 65.4 sf as per MDL Section 216.
- Operable doors = 7'-1 ½"W x 7'-5 ¾"H = 53.3 sf.
  Operable windows = 7'-1 ½"W x 1'-9"H = 12.5 sf.
  Total = 53.3 sf + 12.5 sf = 65.8 sf. Exceeds requirement.

Bedroom 2
- 14'-10 ½" x 10'-0 ½". Area is 149.7 sf.
- Light requirement = 1/8 x 149.7 sf = 18.7 sf as per MDL Section 216.
- Window wall area = 3'-6 ¾"W x 10'-7 ¾"H = 69.9 sf. Exceeds requirement.
- Air requirement = .5 x 69.9 sf = 35.0 sf as per MDL Section 216.
- Operable door = 3'-6 ¾"W x 7'-5 ¾"H = 26.6 sf.
  Operable windows = 3'-6.75"W x 3'-8 ¼"H = 13.1 sf.
  Total = 26.6 sf + 13.1 sf = 39.7 sf. Exceeds requirement.

4. Alteration Permit Numbers and Description of Work Done

- Building Permit #110014831, signed off 4/16/09
  ALT-2 interior demolition of an existing commercial and residential building. General construction, mechanical, and plumbing work. Included general construction, mechanical, and plumbing work. A portion of the existing building was demolished, a new penthouse and stair bulkhead were added to top of building, and a new rear yard was created. Portions of the exterior walls were demolished and/or rebuilt. Alteration also included a portion of new fire stair, bathrooms, kitchens, finishes, fixtures and appliances, new windows, door, new mechanical, electrical, and plumbing.

- Building Permit #110176194, signed off 1/22/10
  ALT-1 conversion of building to residential as per plans filed in #110013831.

- Building Permit #M00675226-I1-LA, signed off 6/14/22
  Replacement of backflow preventer in Cellar.

There is one open DOB filing, for current work that is expected to be complete in September 2022:

- M00615842 to replace existing 3-ton split system with new condensing unit and new air handling unit of same capacity in same location in Residential Unit 1.

The current plans reflect the approved DOB plans.

C. Site

1. Size: The lot is 25.5 ft wide by 98.75 ft deep, with a total area of 2,518.1 square feet. The size of the Building is approximately 17,000 square feet, including the Commercial Unit, Cellar, and Penthouse addition but excluding the rear yard and the Penthouse terrace areas. The street terrace, rear yard, and Penthouse terrace are approximately 1,572 square feet.

2. Number of Buildings and Use: The Building is the only structure on the property. It is used for residential and commercial purposes, including six (6) Residential Units and one (1) Commercial Unit. The earliest Certificate of Occupancy found for the Building is dated January 7, 1992. The current Certificate of Occupancy is dated January 22, 2010. The primary entrance, fire stair exit, and fire exit corridor egress are located on West 21st Street. The 1st Floor & Cellar Apartment with Accessory Use Cellar unit (Residential Unit 1) has a rear yard area and an interior stair. Residential Unit 6 (on 6th and Penthouse Floors) is a duplex unit with a terrace and an interior stair. The Cellar contains the Building trash room and mechanical rooms, and part of the 1st Floor & Cellar Apartment with Accessory Use Cellar unit (Residential Unit 1). The elevator bulkhead contains the Elevator Mechanical Equipment Room and mechanical equipment enclosure.

3. Streets Owned or Maintained by the Project: the property fronts on West 21st Street.
   a. The street is paved with asphalt, is owned and maintained by the City of New York, and is in fair condition.
   b. All existing stone curbs are intact, in accordance with applicable codes.
   c. There are no existing catch basins abutting the property. The sidewalk drains away from the Building. The curb drain and road surface slope in a westerly direction along the north side of West 21st Street.
   d. Street lighting is provided by the existing New York City light poles.
   e. The above-mentioned items are in conformity with all applicable codes.

4. Drives, Sidewalks, and Ramps
   a. Sidewalk: The concrete sidewalk adjacent to the property at West 21st Street is in fair condition and the existing masonry sidewalk vault walls are in satisfactory condition. There is a crack along the sidewalk flag that contains the sidewalk hatch. This crack does not appear to be a substantial defect as defined by NYC Administrative Code Section 19-152a.
   b. Drives and ramps: There are no drives and ramps on the property.
   c. Curbs: The existing sidewalk curbs are granite and match those of the adjacent properties, in accordance with applicable codes. The existing curb appears to be in fair condition. There are some spalled areas of the curb; however, these conditions do not appear to be trip hazards. According to the NYC Street Design Manual, NYC Department of Transportation (DOT) generally maintains this material, and as such, repairs to the existing curb does not appear to be required at this time.
   d. Vault: There is a 3'-6" x 3'-6" steel vault hatch in the sidewalk in front of the building. The existing sidewalk vault projects approximately 5 feel from the building line into the right-of-way, and the sidewalk vault runs the entire width of the building. There is no immediate indication of a compromised structural integrity of the sidewalk vault. There is significant corrosion along the underside of the corrugated decking for the sidewalk vault, which is reportedly being repaired. The sidewalk vault is considered part of the building and as such the Condominium will be required to maintain this part of the structure in safe condition in accordance with NYC Administrative Code 28-301.1.
   e. Catch basins: There are no existing catch basins abutting the property. The sidewalk drains away from the Building. The curb drain and road surface slope in a westerly direction along the north side of West 21st Street.
   f. Streetlights: There is one streetlight mounted on a lamp post at the sidewalk approximately 8' from the residential entrance. This metal light post is in good working order and is maintained by the City of New York. Additional street level lighting is provided by incandescent recessed downlights installed in the ceilings above both recessed entries. The finish of these fixtures is a white flange, to match the ceiling that they are mounted in. These fixtures meet the necessary codes for type, location, and operation.
   g. Flagpole: There is an existing flagpole affixed to the exterior of the Building at the street elevation. The flagpole extends from the masonry wall at the second floor on the eastern edge of the façade. This flagpole extends 12.6 feet from the property line.
   h. The above-mentioned items are in conformity with all applicable codes, as per the RAND report.

D. Utilities

1. Electricity: Electricity service is provided by Consolidated Edison Company (Con Edison). Electricity is separately metered for each Residential Unit. The electricity consumed in the Residential Common Elements of the Building is separately metered by Con Edison and shall be borne by the Residential Unit Owners as a common expense, as noted in the budget. Con Edison also separately meters the electricity for the Commercial Unit. The electricity consumed in the Commercial Unit shall be borne by the Commercial Tenant or by the sponsor in the absence of one. The building's existing electrical systems are in acceptable condition and no repairs are required at this time, as per the RAND Report.

2. Gas: Natural gas will be provided by Con Edison or other regulated service provider and has two master meters by same: one for space and domestic water heating, and one for metering cooking gas for the Residential Units. The cost of gas consumed in the Building and measured by both meters shall be borne by the Residential Unit Owners as a common expense as noted in the budget. The building's existing gas systems appear to be in acceptable condition as per the RAND Report.

3. Water and Sewer: Water and sewer service will be provided by the City of New York and will be master metered by the same. Sewage will exit the Building and tie into the City Sewer System. The cost of water consumed in the Building shall be borne by the Residential Unit Owners as a common expense as noted in the budget. The water to each Residential Unit will be centrally metered. A separate meter for sprinkler service will also be provided.

4. Telephone: Local telephone service will be provided by Verizon and/or another service provider. Each Residential Unit Owner will be required to pay their Unit's associated telephone charges. Other common charges will be related to the intercom and Virtual Doorman system that requires both a dedicated copper telephone line and Static DSL line for remote camera footage viewing w/ minimum 768KB bandwidth up and down. The elevator has a dedicated telephone line, and two lines for fire station monitoring. The building's existing telephone systems appear to be in acceptable condition as per the RAND Report.

5. Cable and Internet: Spectrum third party provider will provide cable television and high-speed internet service. Each Unit Owner will be required to pay their Unit's associated cable and internet charges, individually and directly to the service provider. The building's existing cable and internet systems appear to be in acceptable condition as per the RAND Report.

E. Sub-soil Conditions

1. No uneven foundation movement or settling was evident. No apparent mortar joint decay or cracking.

2. There is no evidence of ground water seepage in the Cellar. The Cellar slab was replaced with a new fully-waterproofed 4" reinforced concrete slab in 2009. The rear yard is drained by two storm drains.

3. A Geotechnical report provided by Pillori Associates, PA. of 1 Harmon Plaza, 2nd Fl. Suite 4. Secaucus, NJ. 07096, revealed ground water at a level of 15' below grade. The nearest body of surface water to the property is the Hudson River. According to the FEMA flood zone map of New York, this property is not a high flood risk.

F. Landscaping and Enclosures

1. Grass Cover: none.

2. Plantings: planters on Penthouse terraces are in acceptable condition, as per the RAND Report.

3. Trees: none.

4. Fencing: A wood-on-metal-frame privacy screen is constructed above the 8' high north and west enclosure walls of the rear yard. It is in acceptable condition and does not need repairs, as per the RAND Report.

5. Gates: none

6. Garden walls: existing brick walls with cast-stone coping on lot lines are in acceptable condition and do not need repairs, as per the RAND Report.

7. Retaining walls: none.

8. Water features: none.

G. Building Size

1. Total height: As per Certificate of Occupancy 110176194F issued 1/22/10, the Building is 87 feet high.

2. Crawl spaces: none.

3. Cellar: There is one Cellar that is below street level. The Cellar contains part of Residential Unit 1, elevator lobby/entrance, fire stair, boiler room, electrical room, trash/recycling room, gas meters, sprinkler equipment, and virtual doorman equipment. Ceiling height is approximately 8 feet in the front portion, and 11'-0" within Residential Unit 1. Residential Unit 1 opens to a rear yard. It exceeds the minimum requirements for light, air, sanitation, and egress, and has been approved by the NYC Department of Buildings as a habitable space, as per the Certificate of Occupancy.

4. Number of floors: There are 7 stories above grade.

5. Equipment rooms: There is a 11'-2" by 20'-9" mechanical equipment enclosure on the Penthouse terrace, which includes the air conditioning condensers for the Commercial Unit and the 6 Residential Units. The Elevator Mechanical Equipment Room is also on the Penthouse Floor, and is 7'-3" x 9'-2". In the Cellar equipment rooms are:

   a. Mechanical equipment room containing boiler, 8'-7" x 10'-7"
   b. Mechanical equipment room containing electric meters, 6'-2" x 6'-6"
   c. Mechanical equipment room containing water and gas meters, 4'-11" x 13'-2"
   d. Mechanical equipment room containing sprinkler and fire alarm central station equipment, 10'-6" x 12'-0"
   e. Mechanical equipment room containing communications equipment, 5'-6" x 6'-0"

6. Parapet: Parapet and/or railing assemblies extend a minimum of 3'-6" above the 6th Floor roof on the north and south facades of the Building. Brick parapets are topped with stone coping and metal guardrails. The Penthouse terraces have a 3'-6" high metal guardrail. Parapets are masonry with capping stone and are in acceptable condition as specified in the FISP Report.

H. Structural System

The main building structural system consists of existing east and west independent masonry walls supporting wood joists. There is also some steel framing and bracing around larger wall and floor openings such as the main fire stair, elevator shaft, and front and rear ground floor facades. Interior walls and some floors are framed in light gauge steel, supported by CMU and/or heavy gauge steel members. In 2009, new grade beam and new steel bracing were installed at rear opening and mezzanine levels, resting on pier footings extending down to existing footing, and a single 18" sonotube footing at the center of the beam, extending down min 4'-0" below grade. The Cellar slab was replaced with a new 4" reinforced concrete slab in 2009.

Foundation walls: The existing foundation walls are constructed of brick masonry resting on concrete footings and supported by concrete underpinning. At this time, the majority of the existing foundation walls is concealed by gypsum drywall. As per the RAND Report, existing foundation walls appear to be in acceptable condition and there does not appear to be any potential danger of structural failure or hazardous conditions, as per the RAND Report. There is no immediate need of structural bracing or shoring work for this property.

Sidewalk Vault: Metal deck shows early signs of rusting and corrosion in the section above the Electrical Room and Water Main Room. Deterioration is indicative of water infiltration, which could be caused by cracks in the sidewalk above. While visual observation is not sufficient to determine the source of water infiltration, the RAND Report recommends monitoring, followed by repair if infiltration continues. Repair should entrail removal of the deteriorated portion of the steel deck, repair of any observed penetrations that could be the source of water infiltration, and installation of new corrugated steel that is either welded in place or shored with an adjustable shoring jack or similar item.

The existing structural system of the Building is acceptable and does not need any repairs, as per the RAND Report.

Sound insulation: There is a layer of sound insulation within the flooring system for residential floors. Walls do not contain any specific sound reduction material, but standard batt insulation provided suppresses sound transmission.

Flooring: The typical flooring system for residential floors throughout the building consists of existing wood floorboards installed prior to previous renovations. On top of these floorboards are the plywood subfloor, a sound control mat, and varying finish floor materials depending on location. The system other than the original wood floorboards was installed during the renovations in 2008-2009, making it approximately 13 years old. Flooring systems throughout the building were observed to be in acceptable condition and no repairs are necessary at this time, as per the RAND Report.

Sub-grade drainage system: Cellar has a duplex sewage ejector pump and tank for transferring soil drainage and storm drainage of Cellar level plumbing and rear yard to the city sewer system. This is required due to the higher elevation of the city sewage system as compared to the drainage point of the Cellar's sanitary fixtures.

Foundation walls waterproofing: Design drawings from the most recent renovations do not provide any indication of waterproofing for the foundation walls and floor slab. These areas of the building were observed to be in acceptable condition and no repairs are necessary at this time, as per the RAND Report.

The latest Façade Inspection Safety Program Report (FISP Report) is included in the Appendix.

1. Exterior
   a. Walls:
      i. The north façade was repointed in 2020.

      ii. 1st Through 6th Floors: All exterior walls at the residential floors have a new interior finish of 5/8" gypsum board applied to metal studs. Some portions of the north exterior wall have infill CMU with matching brick veneer as a result of resized openings.

      iii. Penthouse/7th Floor: Penthouse was constructed in 2009 with new CMU walls bearing and fixed to the existing lateral masonry walls at the 6th Floor Roof level. The floors and roof of the 1-story penthouse are supported by the CMU walls.

      Steel stud walls at the north and south of the penthouse addition have a new interior finish of 5/8" gypsum board applied to metal studs, and are provided with 1" thick rigid insulation and 6" of batt insulation at cavities.

      CMU walls have interior finish of 5/8" gypsum board applied to metal stud furring, and are provided with rigid insulation.

      iv. No information regarding R value of exterior walls is provided on the DOB drawing set, but conservative estimates of wall assembly R values based on partition type details on A-400 and A-401 are below.

      - Partition Type H - Existing exterior walls
        3 wythes of brick masonry + 6" steel stud with batt insulation
        Common brick is .80 per wythe x 3 wythes = 2.40
        Standard batt insulation is 2.90 per inch x 6" = 17.40
        Total R-value is estimated at 19.80
        2020 NYC Energy Conservation Code requires a minimum of R-11.20 for mass walls.

- Partition Type N - New exterior walls for penthouse
  1" rigid insulation + 6" steel stud with batt insulation
  1" of standard rigid insulation = 6.20
  Standard batt insulation is 2.90 per inch x 6" = 17.40
  Total R-value is estimated at 23.60
  2020 NYC Energy Conservation Code requires a minimum of R-21.50 for metal framed walls.

v. Fire-ratings of all walls are given in B(2).

vi. All exterior walls are in acceptable condition and no repairs are needed at this time, as per the RAND Report.

b. Windows:
Existing exterior windows for Residential Units at Floors 2-6 on the 21st Street (south) façade are Ultimate Wood Double Hung Windows by Marvin Windows. They are double hung, of wood and aluminum construction, double glazed with factory assembled insulated glass. They have a Vinyl Sill Thermal Break, #V2191. Sills are existing metal clad, mullions are existing wood, and lintels are clad steel.

Existing exterior windows for Residential Units at Floors 2-6 on the rear (north) façade are Ultimate Clad Double Hung Windows by Marvin Windows. They are double hung, of aluminum construction, double glazed with factory assembled insulated glass. They have a Vinyl Sill Thermal Break, #V2191. Sills are existing stone. Lintels are masonry arches.

Floors 2-5 on the rear (north) façade have Citiquiet soundproof windows in addition to the Marvin windows. On the 2nd and 5th Floors, the Citiquiet windows are double hung. On the 3rd and 4th Floors, the Citiquiet windows are sliders. The Citiquiet windows were installed between 2016 and 2020, and are therefore 2 to 6 years old.

Existing exterior windows for Residential Unit 1 at Cellar and 1st Floor on the rear (north façade) and all penthouse addition windows are Prestige 4000 Windows by Bliss Nor-am Doors and Windows Ltd. They are out-swing casement or fixed steel and glass windows. No thermal break is provided.

Windows were installed 2008-2009, and are over 12 years old, but normal useful life expectancy of windows of this type is generally 25 years. Windows appear to be in acceptable condition and no repairs are necessary at this time, as per the RAND Report.

All sills and lintels are in acceptable condition and no repairs are required, as per the RAND Report.

There are no lot line windows in the building. All rear façade windows are sprinklered.

No window guards are provided, but will be provided if a child resides within any of the Residential Units at any time.

Windows located on the 1st Floor in Residential Unit 1 are swing windows, and have window limit stoppers installed to prevent opening beyond what is considered the safe limit of 4 inches.

No insect screens are provided.

The perimeter of all windows is caulked with silicone-based caulking to control water and air infiltration.

Window warranties are as follows:
i. Marvin Windows were under the Marvin Windows and Doors Ten-Year Limited Warranty, which would repair, replace, or refund any defective material. This limited warranty has expired and no further warranty is provided. The insulating glass within these windows has a Twenty-Year Limited Warranty, which expires in February 2029.
ii. Bliss Nor-Am doors and windows are no longer under warranty.
iii. Citiquiet soundproof windows are not under warranty.

c. Landmark status: Property is located in the Ladies' Mile Historic District, subject to NYC Landmarks Preservation Commission approval for any exterior change.

2. Parapets and copings
Parapets are brick with cast stone coping installed in 2009, and have steel tube railings where required. In 2009, the rear façade parapet was parged on the interior and the masonry repointed on the exterior, and all parapets received new flashing as part of new roof installation. As per the FISP Report, all parapets and copings are in acceptable condition and no repairs are needed at this time.

3. Chimneys and caps
New bathroom, kitchen, and laundry exhaust vents were provided in 2009, with new central fan systems and steel exhaust ducts that terminate above the penthouse roof. The gas boiler has an 8" diameter steel, Class B flue. All flues terminate in accordance with the NYC Building Code above the roof of the Building and away from any adjacent taller buildings. Flues appear to be in acceptable condition and no repairs are necessary at this time, as per the RAND Report.

4. Balconies, decks, and terraces
The Building has two terraces at Penthouse level. The Street Terrace is at the south end, accessible only from the top floor of Residential Unit 6. The Roof Terrace at the north end can be accessed from the egress stair and from the upper level of Residential Unit 6. Access to both terraces is exclusively assigned to Residential Unit 6 as Residential Limited Common Elements. Terraces are not noted on the Certificate of Occupancy, but are considered accessory to the residential space.

The Building's Roof, above the Penthouse level, is accessible only from the locked Elevator Mechanical Equipment Room via a ladder and roof hatch. Residents will not have access to the Roof.

a. Decking on both terraces is concrete pavers on pedestals over cold applied membrane roofing system, and is in acceptable condition, as per the RAND Report. The roof warranty ends in 2029. There is no warranty on the pavers, and the pavers do not impact the roof warranty.
b. Balustrades on both terraces are steel tube sections attached to parapet and are in acceptable condition, as per the RAND Report.
c. Railings on both terraces are steel tube sections attached to parapet with steel channel as top rail, and are in acceptable condition, as per the RAND Report.
d. The Roof has an OSHA guard rail at its south edge, which appears to be compliant with standard 29CFR 1910.29 Figure D.11 as per the RAND Report. This railing appears to be in acceptable conditions and no repairs are required. It is constructed with horizontal rails resulting in a ladder effect. However, no access is provided to the Roof for building occupants or the public; it is intended that only building maintenance personnel, trained workers, and authorized personally be allowed to access this area.
e. Copings are cast stone, and are in acceptable condition based on the FISP Report.
f. No soffits.
g. Doors are hollow metal in two stair exit locations, and extruded steel and glass swing doors and fixed panels in all other locations. All terrace doors are out-swing, manufactured by Bliss Nor-Am Doors and Windows, Ltd, and appear to be in acceptable condition, as per the RAND Report. They were installed in 2009. Doors do not have thermal breaks.

5. Exterior entrances
a. Exterior doors and frames: The main entrances at the residential lobby and to the Commercial Unit at street level are glass, out-swing Type P doors by Vistawall with 3 ½" rail top and bottom only, no frame at the jambs, no thermal breaks. The tempered glass panels meet the requirements of federal specification DD-G-1403F. All storefront fixed glazing is ½" safety glass, HP-175 Series by Vistawall. The residential exit door has panic bar hardware on the interior with CR Laurence PA100-JS & #4 (lh) door pull and electrical strike with fail-secure battery backup. Hanging of the door is an integrated offset pivot hinge with closer. Approximate age of doors is 10 years. Doors appear to be in acceptable condition and no repairs are required, as per the RAND Report.
b. Vestibule doors and frames: n/a.
c. Exterior stairs: n/a.
d. Railings: n/a, at roofs and terraces only.

e. Mailboxes: A ganged mailbox with 7 horizontal locked slots (1 for each Residential Unit and 1 for condo association mail), and an outgoing mail compartment for Postal Service pick-up. USPS accesses the Building in a key kept in a key-keeper box at the residential entry. These items are Auth Florence brand and comply with USPS 4C regulations. Mailboxes appear to be in acceptable condition, as per the RAND Report.
f. Lighting: Surface mounted fluorescent fixtures are installed in the lobby. Recessed downlights are installed in the soffit above both entrances.

6. Service entrances
There are no specific service entrances.

7. Roof and roof structures
The Building has two roof levels:
- Penthouse/Terrace roof accessible from the egress stair from the upper level of Residential Unit 6
- Roof of the upper level of Residential Unit 6/stair bulkhead

Observed sections of the existing roofing systems appear to be in acceptable condition, as per the RAND Report. However, the majority of these areas were concealed by reinforced concrete pavers, and as such, temporary removal of the pavers would be needed to verify the condition of the concealed areas of the roofing systems for this building, which is beyond the scope of the RAND Report.

a. Roof types
i. Material: Johns-Mansville Three-Ply Cold Process Modified Bitumen Mineral Surfaced Roofing System.
ii. Insulation: Styrofoam RM brand insulation as manufactured by Dow Chemical, to comply with ASTM C 578, R-value 25. Installed in 2009.
iii. Surface finish: bituminous membrane roof below reinforced concrete pavers on leveling pedestals. There is no foot traffic directly on roof membrane.
iv. Bond or guarantee: 20-year limited warranty on materials only, provided by manufacturer, ends in 2029. There is no warranty remaining from the installer, and there is no labor warranty. Life expectancy of this type of roofing can be up to 30 years.
v. Flashing materials: The proprietary roofing system details provide the description of the approved installation as:
- Flashing Full Height of Parapet and Over the Top: The roofing membrane must extend to the top of the cant. The completed base flashing shall extend not less than 8" (203 mm) nor more than 24" (610 mm) above the level of the roof, and shall extend onto the roof membrane a minimum of 4" (102 mm). Cut the DynaFlex into sections that can be easily handled and installed (6' - 8' [1.83 m - 2.44 m] long), and position upside down on the membrane, to allow the product to relax. Starting approximately 2" (51 mm) from the outer edge of the parapet, spread a layer of MBR Flashing Cement approximately 1⁄8" (3 mm) thick on the top of the parapet, down the inside face, across the cant, and out onto the roof membrane. Holding the upper corners of the DynaFlex, position its lower horizontal edge on the roof membrane (minimum 4" [102 mm] from base of cant) and lay it into place over the cant strip and up and over the top of the parapet. The sheet should be “worked-in” to ensure that it is firmly and uniformly bonded. The vertical joints are to be lapped a minimum of 4" (102 mm) and well-sealed. Cover the upper termination of the DynaFlex with a 1⁄8" (3 mm) thick layer of MBR Flashing Cement (minimum 4" [102 mm] wide), or a 4" (102 mm) wide strip of fiber glass mesh or ply felt embedded in and troweled over with a layer of MBR Utility Cement. It is recommended that the vertical laps be similarly treated.
- Wall Preparation: Apply JM Concrete Primer to the masonry wall, to the full extent of the proposed flashing, and allow to dry thoroughly.
- DynaFlex is a premium elastomeric, modified bitumen flashing sheet incorporating a strong, flexible fiberglass/polyester composite mat in a blend of SBS (Styrene-Butadiene-Styrene) rubber and high-quality asphalt.
- All roofing components are existing to remain, appear to be in acceptable conditions and do not require any repairs at this time, as per the RAND Report.

b. Roof Drains:
i. Location, material, and type: Cast iron drains are provided at all roof areas, and discharge through internal leaders into the Building’s storm system. Drains throughout the interior and exterior of the

Building are existing, appear to be in acceptable condition, and no repairs are needed at this time, as per the RAND Report.

ii. Gutters and leaders: No exterior gutters. Leaders are either cast iron or hub-less cast iron soil piping system with rubber sealing sleeve and stainless steel 4-band 304 mechanical couplings, “Husky Heavy Duty” by Anaco.

iii. The drains on the Street Terrace and Roof Terrace (Penthouse level), which are Residential Limited Common Elements assigned to Residential Unit 6, are above the 6th Floor portion of Residential Unit 6. To prevent roof drainage back-up, all drains have secondary overflow drains. Residential Unit 6 owner will be responsible for maintenance of their terrace drains, and will be responsible for damages to their own unit or units below, caused by leaks from improperly maintained drains.

iv. Where a terrace or balcony has been designated as a Residential Limited Common Element appurtenant to a Residential Unit, as is the case for Residential Unit 6, the Residential Unit Owner thereof will have the exclusive use of same, subject to the rights of the Board to regulate its use and subject to rights of access to the terrace or balcony for maintenance, repair and replacement and other uses. The Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to the terrace or balcony appurtenant to such Residential Unit Owner's unit. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any terrace or balcony (unless caused by its Residential Unit Owner), shall be charged to all Residential Unit Owners as a common expense. Use and decoration of terraces, balconies and any other Residential Limited Common Elements will be subject to any restrictions in the Declaration, By-Laws, Law and Rules and Regulations of the Condominium, as may be determined by the Board, from time to time.

c. Skylights: one galvanized steel and glass hip-ridge skylight, approximately 8’-3” x 3’-10”, in stair bulkhead, which predates the 2009 renovation. Manufacturer and model are unknown. Skylight was observed to be in acceptable condition with slight rust accumulation on the metal protection cage, as per the RAND Report. No repairs are necessary at this time.

d. Bulkheads:
   i. Stair bulkhead walls are 50% masonry (south and west) and wood frame with plaster finish interior and stucco exterior up to roof level. Stair bulkhead walls at the penthouse are painted acrylic stucco.
   ii. Elevator bulkhead walls and roof are concrete.
   iii. Both appear to be in acceptable condition and no repairs are required at this time, as per the RAND Report.

e. Metal work:
   i. Exterior metal stairs: Elevator Mechanical Equipment Room is accessed by 60 degree pitch stairs constructed of protected steel, including risers, treads, stringers, and handrails.
   ii. Vertical ladders: n/a.
   iii. Railings are steel tube sections attached to parapet with steel channel as top rail. As per the RAND report, railings are in acceptable condition and do not need repairs at this time.
   iv. Roof hatches: n/a
   v. All exterior metals are designed to be corrosion-resistant, as per the RAND Report.

f. Rooftop facilities at Penthouse level:
   i. Mechanical enclosure at penthouse level separates condensing units, their supporting dunnage, and exhaust fans from the inhabitable terrace. Access to this enclosure is through a lockable metal-framed gate at the northern end. Enclosure is constructed of a metal stud wall, finished with decorative lightweight cementitious panels, and hug off of protected steel framing for the mechanical equipment dunnage.
   ii. Street Terrace (south) = 6’-4” x 25’-6” = 161.5 square feet. This is 7% of the overall roof area, which is 2,285.5 square feet. Street Terrace has a hose bib, lighting, and a waterproof electrical outlet. Street Terrace is a Residential Limited Common Element assigned to Residential Unit 6, and its maximum allowable occupancy is 1 person.
   iii. Roof Terrace (north) = (21’-10” x 25’-6”) + (14’-3” x 20’-11”) + (4’-0 X 9’-11”) = 556.75 + 298.57 + 52.00 = 907 square feet. This is 39.7% of the overall roof area, which is 2,285.5 square feet. Roof Terrace has gas supply and gas grill, a hose bib, lighting, and waterproof electrical outlets. Roof Terrace is a Residential Limited Common Element assigned to Residential Unit 6, and its maximum allowable occupancy is 6 persons.
   iv. Both Street Terrace and Roof Terrace have precast reinforced concrete pedestal pavers, which are appropriate for daily foot traffic and do not affect the warranty of the roof membrane.
   v. No furniture or equipment will be provided by the Sponsor except for the gas grill at Roof Terrace.
   vi. Roof is code compliant.

vii. No FDNY access path is required or provided, because the ALT 1 DOB application was filed on 5/23/08, prior to the implementation of the 2008 Fire Code on July 1, 2008 which implemented the access path requirement.
viii. All visible rooftop facilities appear to be in acceptable condition and no repairs are needed at this time, as per the RAND Report.

8. Fire escapes: There are no exterior fire escapes.

9. Yard and courts
The rear yard, approximately 269 square feet, is accessed through both bedrooms on the Cellar level of Residential Unit 1. Exclusive use of and access to the rear yard is given to Residential Unit 1 as a Residential Limited Common Element. Two stair treads in each bedroom lead up to the level of the rear yard.
   a. Paving: raised reinforced concrete paver system that provides the finished floor of the rear yard. Paving appears to be in acceptable condition and no repairs are needed at this time, as per the RAND Report.
   b. Drainage: two storm drains within a new waterproof reinforced concrete slab pitched to the drawings. Drainage appears to be in acceptable condition and no repairs are needed at this time, as per the RAND Report.
   c. Railings: none.
   d. Stairs: none.
   e. Fencing: Wood-on-metal-frame privacy screen atop the 8' high north and west enclosure walls. Fencing appears to be in acceptable condition and no repairs are needed at this time, as per the RAND Report.
   f. Walls: Rear yard is enclosed by existing 12" thick masonry walls on the east property line and the majority of the north property line that are wholly within the extent of the lot. The remaining northern enclosure and the western enclosure are provided by the neighboring property walls (not within the lot extents). The southern enclosure of the rear yard is the rear wall of the existing building. Walls appear to be in acceptable condition and no repairs are needed at this time, as per the RAND Report.

10. Interior stairs
   a. Description:
      i. Egress fire stair from Cellar to Penthouse is the original wood construction enclosed interior fire stair, stair is in fair condition consistent with its age. Some structural sagging exists, which should be monitored. As per the RAND Report, no repairs are needed at this time.
      ii. Convenience stair from Cellar to 1st Floor within Residential Unit 1.
      iii. Convenience stair from 6th Floor to Penthouse within Residential Unit 6.

   All information below describes egress fire stair.

   b. Enclosure: two-hour rated partitions and 90-minute doors.
   c. Construction: Cellar-to-1st-Floor is metal pan with concrete fill; wood stair on all other floors.
   d. Stringers: Cellar-to-1st-Floor is metal; wood on all other floors.
   e. Treads: Cellar-to-1st-Floor is metal pan with concrete fill; wood stair on all other floors.
   f. Risers: Cellar-to-1st-Floor is metal; wood on all other floors.
   g. Guard rails: Cellar-to-1st-Floor is metal; wood on all other floors.
   h. Balustrade: Cellar-to-1st-Floor is metal; wood on all other floors.

11. Interior doors and frames
   a. Residential Unit entrance: flush, solid core 90-minute fire-rated wood doors with hollow metal frames.
   b. Residential Unit interior: flush, solid core painted wood doors with wood frames.
   c. Corridor: hollow metal, 90-minute fire-rated, Type B as per NYC Building Code requirements.
   d. Stair hall: hollow metal, 90-minute fire-rated, Type B as per NYC Building Code requirements.
   e. Roof: 90-minute fire-rated, Type B as per NYC Building Code requirements.
   f. Stair Bulkhead: 90-minute fire-rated, Type B as per NYC Building Code requirements.
   g. Vault hatch: Steel 3'-6" x 3'-6".
   h. All interior doors and frames were replaced as part of the 2009 renovation. All interior doors appear to be in acceptable condition and no repairs are required, as per the RAND Report.

12. Elevators
    a. One passenger elevator serves Cellar through 6th Floor for a total of 7 stops.
    b. Elevator shaft was constructed and elevator were existing at time of 2009 renovation. Elevator was modernized in 2013 and as such, existing elevator has been in service for less than 10 years. Elevator systems of this type typically have a useful life expectancy of 35 years.
    c. Manufacturer: Staley. Capacity of passenger elevator as listed in building department records on 7/11/1988 is 2500 pounds, which is the legal equivalent of 18 persons, but floor area dictates that the capacity be limited to 10 persons.
    d. Type of operation: Push button with keyed override for all floors except Cellar.
    e. Type of controls: automatic.
    f. Floors served: Cellar to 6th Floor, 7 stops.
    g. Type: rooftop gear traction.
    h. Doors: Automatic sliding
    i. Location of elevator mechanical equipment room: in elevator bulkhead.
    j. DC motor: none, not required.
    k. AC motor-generator set: geared 10HP AC Drive by Imperial Electric with Variable Frequency AC Controller with Firemen's Service. New governor with electrical over speed switches set to trip in both directions, governor cable, and tension frame were installed in 2013.
    l. Vandal resistant hall push button stations at each floor landing.
    m. Elevator complies with A17.1-2000 and ASME A17.3-2002 reference standards of the NYC Building Code.
    n. The elevator system is in acceptable condition and no repairs are required at this time, as per the RAND Report. Because elevators are highly technical systems whose operation is predicated upon a preventative maintenance program, it is recommended that an elevator service company properly maintain the elevator.

13. Elevator cab
    a. Interior of elevator cab was renovated in 2009. It is in acceptable condition and no repairs are required, as per the RAND Report.
    b. Floor material: ceramic tile.
    c. Wall material: Metal, smoked grey mirror, and wallpaper.
    d. Ceiling material: two decorative painted panels.
    e. Lighting: linear fluorescent fixtures.
    f. Alarm and safety system: emergency lighting, electronic digital display car position indicator, hands free emergency phone, light up push buttons, emergency stop switch, alarm button, firemen's service control switches, compliance with ADA code.
    g. Elevator cab is manufactured by Staley, and was installed as part of the 2008-09 renovation. It is now about 13 years old. There is no warranty. With an approximate useful life of 35 years, an upgrade of the elevator cab should not be needed for approximately 25 years, as per the RAND report.

I. Auxiliary Facilities

1. Laundry Rooms
    a. Location and number of rooms: Each Residential Unit has a laundry room.
    b. Clothes washers: Miele front loading, see Section W for specifications.
    c. Clothes dryers: Miele front loading, electric condensation, see Section W for specifications.
    d. Room ventilation: none.
    e. Dryer ventilation: self-contained within dryer, no ductwork required.
    f. All washers and dryers appear to be in acceptable condition, and no repairs are required at this time, as per the RAND Report.

2. Refuse disposal
   a. Incinerator: none.
   b. Compactor: none.
   c. Storage location: common trash room in Cellar with cans for refuse and recyclables. Building does not have a refuse chute.
   d. Pick up schedule: Building personnel collect refuse and recyclables from trash room and deposit them curbside for pickup by NYC Department of Sanitation.
   e. Refuse area is maintained by building personnel who collect refuse and recyclables from trash room at Cellar level and deposit it on the curb for NYC Department of Sanitation pick up.

3. Bike Storage: none provided.

J. Plumbing and Drainage

1. Water supply: 2" house main enters at Cellar level from NYC main on West 21st. Potable domestic water is monitored with a single meter as required by NYC Department of Environmental Protection, which is separate from the fire protection sprinkler system. Main shut off valve is located in the Cellar Water Service Room.

   Domestic water service within the Building has a backflow prevention device as required by New York State for protection of the City water supply. Annual testing and inspection of this device are required in accordance with New York State requirements.

   Hot and cold water piping is copper tubing. Piping insulation is pre-formed sectional insulation with vapor barrier jacket, 1" thickness.

   In general, the building's plumbing appeared to be in acceptable condition as per the RAND Report, and it is recommended that the diligent upkeep of these systems continue.

2. Fire protection system:
   a. The fire protection system, as mentioned previously, is separately metered from the domestic water for the sprinkler service. 4" fire water service enters at Cellar level from West 21st Street.
   b. NYC Department of Environmental Protection Bureau of Water Supply records indicate that city water main is capable of providing pressures of 46 psi when flowering 500 gpm through a fire hydrant located adjacent to the Building.
   c. Sprinkler control valve assembly at Cellar level; inspector test at Penthouse level.
   d. DEP approved double detector check valve assembly.
   e. Sprinkler pump and jockey pump ensure consistent pressure throughout the system.
   f. Building is fully wet sprinklered except for residential bathrooms, with flush concealed covers provided at all interior finished area and standards upright heads with wire protection at all other areas.
   g. Siamese connection at street level is inside the 1st Floor storefront.
   h. The sprinkler heads are flush with adjacent suspended ceilings, and concealed covers provided at all interior finished areas and standard upright heads with wire protection is provided at all other areas.
   i. No egregiously defective conditions were observed with the building's fire protection systems as per the RAND Report. It is recommended that building maintenance personnel continue the diligent upkeep of these systems to avoid premature replacement installations.

3. Water storage tank and enclosures: none

4. Water pressure: A factory assembled duplex water pressure booster pump unit cable of providing 90 psig, constant system pressure, while supplying a flow-rate of 90 gpm with a suction pressure of 25 psig min and 50 psig max, is provided with a separate water pressure tank. It was noted that the existing domestic water booster system exhibited an excessive amount of noise, and may not be compliant with the required sound transmission codes. In view of this situation, it is recommended that a review of the current noise transmission from the domestic water booster pump system be performed by an acoustical consultant to determine if sound mitigation work is required at this location. Booster pump is SyncroFlo model 55A5. It does not have a warranty, but was refurbished in 2020.

5. Sanitary sewage system: Gravity drainage system serves all fixtures above Cellar level. Elevation of NYC sewer requires use of a sewage ejector system for Cellar level. All "subsurface" Cellar sanitary and waste piping systems are distributed to a duplex sewage ejector of 30 gpm capacity for each pump. This duplex sewage ejector pump and tank is utilized for transferring the soil drainage and storm drainage of the Cellar level plumbing and rear yard to the city sewer system. Sewage pump is Tsunami C series (2HP, 3600 RPM, 60Hz, refurbished in 2022. It does not have a warranty.

   All above grade piping systems are hub-less cast iron soil piping system with rubber sealing sleeve and stainless steel 4-Band 304 mechanical couplings, "Huskey Heavy Duty" by Anaco.

   Below grade piping will be hub and spigot service weight cast iron pipe and fittings with neoprene compression joints.

6. Storm drainage system
   a. No catch basins.
   b. All roof areas have roof drains, and storm drainage systems are distributed through hub-less cast iron soil piping systems to a storm house trap and combined building drain to NYC combined street server.
   c. Floor drains are provided in rear yard.
   d. Cellar has a duplex sewage ejector pump and tank for transferring the soil drainage and storm drainage of Cellar level plumbing and rear yard to the city sewer system. This is required due to the higher elevation of the city sewage system to the drainage point of these sanitary fixtures.

K. Heating

1. Hot water heater for Residential Units:
   Domestic hot water for the Residential Units is produced by an atmospheric commercial grade gas-fired water heater manufactured by A.O.Smith, model number BTR 198-118, and has a heat input of 119,000 BTU/hr, a recovery of 192.87 gallons per hour, and a building date 11/3/2015. This water heater is connected to an A.O. Smith Storage Tank model# TJV-120A, which has a capacity of 119 gallons. The water heater was provided with a 3-Year Limited Tank warranty that expired on November 2, 2018, and a 1-Year Limited Parts Warranty that expired on November 2, 2016. The water storage tank the water heater and the hot water storage tank are listed as being compliant with ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings), and the manufacture's specifications for the water heater states that it "Meets the thermal efficiency and standby loss requirements of the U. S. Department of Energy and current edition of ASHRAE/IESNA 90.1."

   Domestic hot water is supplied to fixtures through the pressure from a duplex water pressure booster pump includes a Variable Frequency Drive. The hot water is piped through a copper pipe that has pre-formed sectional insulation with vapor barrier jackets at a 1" thickness. A circulation pump is provided within the boiler room so that unused hot water can return back to the cold-water feed to the mixing valve and the system temperature can be maintained.

   According to the Estimated Useful Life Table published by HUD, gas residential water heaters have an estimated useful life of approximately 12 to 15 years, and domestic hot water storage tanks have an estimated useful life of approximately 15 years. Due to the fact that this equipment was installed circa 2016, it is approximately 6-years old, and as such, the approximate remaining useful life for the water heater is estimated to be 6 to 9 years, and the approximate remaining useful life for the domestic hot water storage tank is estimated to be 9 years. At this time, the domestic hot water system appears to be in acceptable condition and no repairs are required, as per the RAND Report.

2. Hot water heater for Commercial Unit:
   Hot water for the Commercial Unit is produced by electric tankless hot water heaters located at the point of use manufactured by Eemax, model number SP4208. They have an electric input of 4.1kW and 19.7A, and are rated to produce a rise of 56 oF at 0.5 GPM. They have an energy efficiency rating of 99% and a Uniform Energy Factor of 0.98. The water heaters are provided with a 5-Year Full Factory warranty and a 1-Year Parts warranty. The water heaters appear to be compliant with the requirements set by ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings).

According to the Estimated Useful Life Table published by HUD, electric external tankless water heaters have an estimated useful life of approximately 20 years. The commercial water heaters are estimated to have been installed circa 2009, and as such, they are approximately 13 years old, making their approximate remaining useful life estimated to be 7 years. At this time, the commercial hot water system appears to be in acceptable condition no repairs are required, as per the RAND Report.

3. Heating system for Residential Units:
Heating in the Residential Units is provided by hot water through Runtal radiators model UF-4 with a 5 year limited warranty.

The hot water is created in a low-pressure gas-fired boiler in the Cellar, manufactured by Burnham, model number IN10, has a water volume of 23.2 gallons, a rated capacity of 315 cubic feet/hour, a heating capacity of 315,000 BTU/h (NYC MEA #154-93-E Vol 3), and an energy efficiency rating of 83.5%. The heating system is designed to maintain an internal temperature of 70 oF during an outdoor temperature of 13 oF. The gas burner is manufactured by Integral. The boiler appears to be being compliant with the requirements set by ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings).

From the boiler, hot water is supplied to the building's heat distribution piping, which consists of a two-zone hot water distribution system for north and south areas of the building. Hot water is distributed to the space heaters via the Taco “1600” Series In- Line Pumps to the perimeter radiation. Once the water has cooled, the water returns to the boiler to being reheating to start the heating process again. Fresh air intake for the boiler is provided via a direct ducted grill in the base of the storefront.

There is a third heating zone of radiant floor heating that is provided for the Cellar level portion of Residential Unit 1. The Cellar level of Residential Unit 1 is additionally heated through a Viega radiant floor heating with a maximum operating temperature of 180 oF utilizing hot water provided by a Carrier 48VL-0360603 RTU. The Carrier unit has a heating capacity of 90,000 Btu/h.

Gas-fired heat exchanger in the penthouse rooftop air conditioning unit, and electric heating elements in cabinet heaters at the stair hall and closet (penthouse level) provide additional heat.

The heating system operation is regulated via a Tekmar controller to maintain an indoor temperature of 70 degrees while the outdoor temperature is 13 degrees. Each Residential Unit is equipped with an AprilAire 8570 thermostat.

The boiler is warrantied for the first year of installation that expired in 2010, the cast iron section assembly of the boiler is warrantied for the second through tenth years after installation which expired in 2019, the cast iron sections are warrantied against temperature-induced chloride activated graphitic corrosion for the first five years after installation which expired in 2014, and the cast iron and steel nipples are warrantied for the lifetime of the boiler.

The heating system for Residential Units is in acceptable condition and does not require any repairs at this time, as per the RAND Report.

According to the Estimated Useful Life Table published by HUD, gas fired boilers have an estimated useful life of approximately 30 years. Being installed circa 2009, the boiler is approximately 13 years old, and as such, the approximate remaining useful life for the boiler is 17 years. At this time, the residential heating system appears to be in acceptable condition and no repairs are required, as per the RAND Report.

According to the Department of Building, it was noted that Peter Ferraro, Oil Burning Equipment Installer, (License Number: 002734) conducted a Boiler Inspection on July 13th, 2021 and the boiler was considered to have no defects. However, in this inspection report, the boiler information was not correctly represented in this report. It is recommended that during the next inspection the proper boiler model and information be included in these reports.

4. Heating system for Residential Common Elements:
Heating in the lobby, Cellar vestibule, and stair hall is provided by cabinet unit heaters which are manufactured by Sterling, are model number RW-1120, have a water capacity of 1.5 GPM, and have an air heating capacity of 15.0 MBH. The cabinet unit heaters are supplied with hot water by the Burnham boiler. The cabinet heaters are

warrantied against defects from one year after shipment. The cabinet heaters are estimated to have been installed in 2009, and with an estimated useful life expectancy of 25 years it is estimated that the remaining life expectancy for the cabinet water heaters is 12 years.

5. Heating system for the Commercial Unit:
   The Commercial Unit has an additional electrical toe-kick heating element without further warranty. The heating system for the Commercial Unit is in acceptable condition and does not require any repairs at this time, as per the RAND Report.

L. Gas Supply

Consolidated Edison of New York provides low pressure natural gas service to the Building. The gas service for the Building consists of a two-inch low-pressure steel gas main that enters the building at the Cellar level water main room from below West 21st Street. From the point of entry, the two-inch main splits to either end of the building. One take-off supplies a house meter collectively serving the space and domestic water heating equipment load. The second take-off supplies a meter serving the cooking gas for each Residential Unit. Piping is schedule 40 black steel piping with malleable threaded fittings and joints for piping 4: and smaller.

Gas provided is used for residential cook tops, penthouse rooftop air conditioning unit, domestic water heater, boiler, and Penthouse terrace grill.

M. Air Conditioning

1. Type of system: Air conditioning within the Building is provided by (6) Carrier condensing units paired up to (6) Carrier Air Handler units and (1) Carrier rooftop unit, plus (1) Daikin rooftop heat pump unit paired up to (1) Daikin Air Handler unit. Condensing units are rooftop mounted. Evaporators/air handling units are located within the building at various locations. The air conditioning system was designed to provide sufficient cooling to maintain a 75-degree indoor temperature while 89 degrees outdoors. (NYC Energy Code Outdoor Design Condition).

2. Residential Units:
   a. Condensing units are Carrier model 24APA5-24. Air handling units are Carrier model FV4BNF-002. The Seasonal Energy Efficiency Ratio (SEER) is 15.0 and the Energy Efficiency Ratio is 13.0. They were installed in 2009, and with a useful life expectancy of 20 years they have an approximate remaining life of 7 years. They do not have a warranty. Their condition is acceptable as per the RAND Report, and they are to remain.
   b. Residential Unit 1 has (1) nominal 3-ton Carrier Split System FX unit serving the Residential Unit 1 exclusively, located withing the ceiling of the 1st Floor. Residential Unit 1 also has (1) nominal 3-ton Daikin Split System heat pump unit serving the unit exclusively, located at Cellar level. Each of these units are owned and maintained by the unit owner.
   c. Residential Units 2, 3, 4, and 5 each have (1) nominal 4-ton Carrier Split System FX unit serving each exclusively, and located within the ceiling of the respective floor. Each of these units are owned and maintained by the unit owner.
   d. Residential Unit 6 has (1) nominal 4-ton Carrier Split System FX unit serving the unit exclusively, and located within the ceiling of the 6th Floor. Residential Unit 6 also has (1) nominal 3-ton Carrier rooftop unit serving the unit exclusively, located on the roof of the penthouse addition. Each of these units are owned and maintained by the Residential Unit Owner.

3. Non-Residential Unit:
   a. Condensing unit is Carrier model 24APA5-24, located on roof. Air handling unit is Carrier model FV4BNF-002. The Seasonal Energy Efficiency Ratio (SEER) is 15.0 and the Energy Efficiency Ratio is 13.0. They were installed in 2009, and with a useful life expectancy of 20 years they have an approximate remaining life of 7 years. They do not have a warranty. Their condition is acceptable as per the RAND Report, and they are to remain.

4. Air ducts are insulated with R-5 fiberglass insulation.

5. All exterior metals are designed to be corrosion resistant.

6. Equipment has isolation pads to prevent vibration noise.

7. Piping is insulated with 1” pre-formed sectional insulation with vapor barrier jacket, as per the RAND Report.

N. Ventilation

1. Kitchen: General Kitchen ventilation is in acceptable condition and no repairs are required at this time, as per the RAND Report. Ventilation is provided by two exhaust risers with exhaust fan on the Roof, exhausting 150 CFM of air from the Kitchen area of each Residential Unit. There are two kitchen exhaust fans: KX-1 (145 CFM) and KX-2 ((750 CFM).

   Hoods above cooktops are recirculating type (no ductwork). Cooktops are provided with a microwave above with integrated recirculating fans in all Residential Units.

2. Bathrooms: Bathrooms are mechanically ventilated as required by Code. Ventilation is in acceptable condition and no repairs are required at this time, as per the RAND Report. The two bathroom stacks each have a single exhaust duct riser to ventilate all Bathrooms in the stack via roof-mounted exhaust fans. There are four bathroom exhaust fans: TX-1 (750 CFM), TX-2 (145 CFM), TX-3 (750 CFM), and TX-4 (145 CFM).

3. Laundry: Dryer exhaust is self-contained within the Bosch electric condensation dryers specified (no ductwork).

4. Boiler room: Fresh air intake for boiler is provided via a direct ducted grill in the base of the storefront.

5. Trash room: An exhaust fan located within the room exhausts air from the trash room, discharging it at roof level.

6. Residential Unit 1: Mechanical ventilation in Cellar-level section of Residential Unit 1 is achieved through single exhaust duct risers in each bathroom that is ventilated by Greenheck GB roof-mounted exhaust fans. Additionally, the rear doors and windows in Residential Unit 1 in the Cellar provide sufficient natural ventilation to meet code requirements. The total ventilation system for the Cellar area of Residential Unit 1 is adequate and meets code.

7. Noise emission: Mechanical ventilation is achieved in the building by rooftop Greenheck exhaust fans of models G and GB, with a maximum noise rating of 7.6 sones.

O. Electrical System

The existing electrical system for this building is in acceptable condition as per the RAND Report. Because a substantial amount of the electrical systems are contained within Residential Units, it is assumed maintenance and repairs of these systems will be funded by the associated resident. Maintenance and repairs of electrical systems within Residential Common Elements shall be borne by the Residential Unit Owners as a common expense.

Electrical service is provided by Con Edison of New York at 600 Amperes, 208/3/60 with (2) sets of 4#350 MCM wiring to a wire trough with 8 metered electrical services: (6) residential, (1) commercial, and (1) common/house. All meters are direct utility company meters.

Electrical service is located on the Cellar level and has (4) service switches:
- 200A (fused at 175A) service switch for common/house loads
- 100A (fused at 70A) service switch for sprinkler booster pump
- 400A (fused at 350A) service switch for the (6) Residential Units
- 60A (fused at 60A) service switch for the 1st Floor Commercial Unit

Common house elements are provided with separate electrical distribution for power for lobbies/stairs/mechanical area lighting, elevator, pumps, and sewage ejector equipment.

Electrical distribution feeders are extended from each applicable electrical service disconnect switch to electrical panelboards in each Residential Unit.

Residential Unit electrical service capacities are:

- Residential Unit 1 (Cellar & 1st Floor with Accessory Use Cellar) – 175A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 42-circuit load center in the apartment.
- Residential Unit 2 (2nd Floor) – 150A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 30-circuit load center in the apartment.
- Residential Unit 3 (3rd Floor) – 150A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 30-circuit load center in the apartment.
- Residential Unit 4 (4th Floor) – 150A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 30-circuit load center in the apartment.
- Residential Unit 5 (5th Floor) – 150A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 30-circuit load center in the apartment.
- Residential Unit 6 (6th Floor Duplex) – 175A fused disc switch in Cellar, 120/208V Single phase with 225A main lug only 42-circuit load center in the apartment.

The average number of connected circuits in each Residential Unit is:

- Residential Unit 1 – 34 circuits
- Residential Unit 2 – 25 circuits
- Residential Unit 3 – 25 circuits
- Residential Unit 4 – 25 circuits
- Residential Unit 5 – 25 circuits
- Residential Unit 6 – 33 circuits

The number and capacity of circuits provided to each Residential Unit is adequate to handle modern appliances (dishwasher, washing machines, electric dryer, etc.), central air conditioning, lighting fixtures, and both convenience and appliance outlets.

In 2009, BX cables were installed in the building, which are copper wires encased in aluminum coating.

There is no back-up generator in the building.

P. Intercommunication and/or Door Signal Systems, Security Closed Circuit TV

1. Telephone service enters the Building from West 21st Street and feds to a main telephone area located on the Cellar level, and then distributes through conduits and sleeves to various areas of the Building.

2. Cable television and high-speed Internet service will enter the Building and feed to a main telephone area located on the Cellar level, and then distributes through conduits and sleeves to various areas of the Building.

3. A video intercom and virtual doorman system provides remotely controlled and monitored access to specific parts of the Building, such as the residential lobby and package room. Virtual Service operation is through a separate, dry loop, business class DSL connection with a minimum of 768 kbps upload and 3 mbps download speed. In addition, the internet connection needs to have a block of 5 static IP addresses and a dedicated telephone line. The intercom system is manufactured by Siedle. There is no CCTV system in this building.

4. Intercommunication systems appear to be in acceptable condition and no repairs are required at this time, as per the RAND Report.

Q. Public Area Lighting

Public areas of the Building are light with fluorescent and/or incandescent fixtures. Switching is provided at the house panel for all lobby and stair areas. Public lighting complies with all applicable codes.

Public area lighting is provided by model numbers BL3RE-S-35W-E-120-B1302-W-WH, B4-B402-W-W4, BL20N-E-50W-E-120-B1202-W-WH, and B4-B437-W-WH, B4-B461-W-WH down lights produced by Elite Lighting USA. It is also provided by model numbers TC154UNY and AST254H5U fluorescent lights manufactured by Lamar Lighting Company, Inc., 617232A manufactured by Crownlite MFG. Corp., and T2S213 fluorescent lights produced by Alkco. Public areas use model numbers M3468, 2775-2G and M3824 ceiling light fixtures produced by YLighting.

R. Garages and Parking Areas
None

S. Swimming Pool
None

T. Tennis courts, Playgrounds, and Recreation Facilities
None

U. Permits and certificates
1. All NYC Department of Buildings permits are signed off.
2. Recurring inspections to be done after the building is in operation include:
   a. Boiler: annually
   b. Elevator Safety (Category 1): annually
   c. Elevator load Test (Category 5): every 5 years
   d. Façade Inspection & Safety Program (FISP): every 5 years
   e. Fire Alarm: twice per year
   f. Fire Doors under NFPS 80: annually
   g. Gas Piping (Local Law 152): every 4 years
   h. RPZ (backflow preventer): annually
   i. Sprinkler (NFPA 25): monthly, quarterly, and annually

V. Violations
There are 30 DOB violations listed on the Building Information System of the NYC Department of Buildings for this property. All of these violations have been dismissed.

There are four ECB violations on file, all of which have been resolved:

1. Altered building occupied without a valid C of O:
   ECB violation: 34047144Z
   Infraction code: B02
   Section of Law: 27-215
   Status: Affidavit accepted; resolved
   Year: 1990

2. Altered building occupied without a valid C of O:
   ECB violation: 34073103L
   Infraction code: B02
   Section of Law: 27-215
   Status: Violation dismissed; resolved
   Year: 1992

3. Occupancy contrary to that allowed by the C of O:
   ECB violation: 34538442N
   Infraction code: B03
   Section of Law: 27-217
   Status: CURE accepted; resolved
   Year: 2006

4. Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances:
   ECB violation: 37018489K
   Infraction code: 230
   Section of Law: 28-302.4
   Status: Violation dismissed; resolved
   Year: 2020

The sponsor has indicated that all violations will be removed from the records prior to the first closing.

W. Residential Unit Information

The Sponsor reserves the right to substitute manufacturers, materials, appliances, fixtures, finishes, and equipment of equal or better quality than those set forth in this report.

There are two (2) duplex and four (4) floor-through Residential Units with one (1) Commercial Unit on the 1st Floor. Each duplex Residential Unit contains a 3'-0" wide, closed riser steel and wood connecting convenience stair. Each Residential Unit has one kitchen.

All appliances, plumbing fixtures, millwork, and finishes were installed in 2009 and are existing to remain unless otherwise noted. All are in acceptable condition and no repairs are required at this time, as per the RAND Report.

1. Residential Unit 1: Townhouse Apartment with Accessory Use Cellar on Cellar & 1st Floor
   a. Floors: 5" White Oak, select/better grade, Prefinished Antique White finish, 5/8" thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.
   c. Kitchen
      i. Gas cooktop: Miele #KM391 36" cooktop, black glass.
      ii. Electric under-counter oven: Miele #H4881BP master-chef 30" oven, stainless steel.
      iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
      iv. Sink: Blanco Elements #512750SS, undermount double bowl, stainless steel.
      v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
      vi. Microwave/hood: Sharp R-1514, stainless steel.
      vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
      viii. Upper and lower cabinets: shop-painted wood.
      ix. Countertops: stone.
      x. Backsplash: ceramic tile.
   d. Master Bathroom
      i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
      ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat, white.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8" sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertop: stone.
   e. Bathroom 2
      i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
      ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub Spout: AFNY Minimal #1520, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8" sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertop: stone.

f. Powder Room
   i. Lavatory: (1) Duravit Vero #45450 5000301.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Floor & base: ceramic tile.
   v. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   vi. Ceiling: hung 5/8" sheetrock, painted.
   vii. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.
g. Laundry
   i. Washer: Bosch Ascenta #WAP24200UC, white.
   ii. Electric Dryer: Bosch Axxis #WTE86300US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   viii. Ceiling: hung 5/8" sheetrock, painted.

2. Residential Unit 2: Floorthrough on 2nd Floor
   a. Floors: 5" White Oak, select/better grade, Prefinished Antique White finish, 5/8" thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.
   c. Kitchen
      i. Gas cooktop: (2) Miele #KM404 modular cooktop, black glass.
      ii. Electric under-counter oven: Miele #H4881BP master-chef 30" oven, stainless steel.
      iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
      iv. Sink: Blanco Elements #512746SS, undermount single bowl, stainless steel.
      v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
      vi. Microwave/hood: Sharp R-1514, stainless steel.
      vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
      viii. Upper and lower cabinets: shop-painted wood.
      ix. Countertops: stone.
      x. Backsplash: ceramic tile.
   d. Master Bathroom
      i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
      ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat, white.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8" sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertops: stone.

e. Bathroom 2
   i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Tub: Duravit Happy D #70001500 built in tub, white.
   v. Tub Spout: AFNY Minimal #1520, polished chrome.
   vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
   viii. Shower: ceramic tile floor and walls.
   ix. Floor & base: ceramic tile.
   x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   xi. Ceiling: hung 5/8" sheetrock, painted.
   xii. Vanity: custom shop-painted wood.
   xiii. Countertops: stone.
f. Bathroom 3
   i. Lavatory: (1) Duravit Vero #45450 5000301 w/ Duravit Fogo #9553 cabinet base w/ Macassar finish.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   v. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
   vi. Floor & base: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   viii. Ceiling: hung 5/8" sheetrock, painted.
   ix. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.
g. Laundry
   i. Washer: Bosch 800 Series #WAW285H2UC, white.
   ii. Electric Dryer: Bosch Axxis #WTE86300US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.

3. Residential Unit 3: Floorthrough on 3rd Floor
   a. Floors: 5" White Oak, select/better grade, Prefinished Antique White finish, 5/8" thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.
   c. Kitchen
      i. Gas cooktop: (2) Miele #KM404 modular cooktop, black glass.
      ii. Electric under-counter oven: Miele #H4881BP master-chef 30" oven, stainless steel.
      iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
      iv. Sink: Blanco Elements #512746SS, undermount single bowl, stainless steel.
      v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
      vi. Microwave/hood: Sharp R-1514, stainless steel.
      vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
      viii. Upper and lower cabinets: shop-painted wood.
      ix. Countertops: stone.
      x. Backsplash: ceramic tile.

d. Master Bathroom
   i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
   ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat, white.
   iv. Tub: Duravit Happy D #70001500 built in tub, white.
   v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
   vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
   viii. Shower: ceramic tile floor and walls.
   ix. Floor & base: ceramic tile.
   x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   xi. Ceiling: hung 5/8" sheetrock, painted.
   xii. Vanity: custom shop-painted wood.
   xiii. Countertops: stone.
e. Bathroom 2
   i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Tub: Duravit Happy D #70001500 built in tub, white.
   v. Tub Spout: AFNY Minimal #1520, polished chrome.
   vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
   viii. Shower: ceramic tile floor and walls.
   ix. Floor & base: ceramic tile.
   x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   xi. Ceiling: hung 5/8" sheetrock, painted.
   xii. Vanity: custom shop-painted wood.
   xiii. Countertops: stone.
f. Bathroom 3
   i. Lavatory: (1) Duravit Vero #45450 5000301 w/ Duravit Fogo #9553 cabinet base w/ Macassar finish.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   v. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
   vi. Floor & base: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   viii. Ceiling: hung 5/8" sheetrock, painted.
   ix. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.
g. Laundry
   i. Washer: Bosch 300 Series #WAT28400UC, white.
   ii. Electric Dryer: Bosch 500 Series #WTG86401US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.

4. Residential Unit 4: Floorthrough on 4th Floor
   a. Floors: 5" White Oak, select/better grade, Prefinished Antique White finish, 5/8" thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.

c. Kitchen
   i. Gas cooktop: (2) Miele #KM404 modular cooktop, black glass.
   ii. Electric under-counter oven: Miele #H4881BP master-chef 30" oven, stainless steel.
   iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
   iv. Sink: Blanco Elements #512746SS, undermount single bowl, stainless steel.
   v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
   vi. Microwave/hood: Sharp R-1514, stainless steel.
   vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
   viii. Upper and lower cabinets: shop-painted wood.
   ix. Countertops: stone.
   x. Backsplash: ceramic tile.
d. Master Bathroom
   i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
   ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat, white.
   iv. Tub: Duravit Happy D #70001500 built in tub, white.
   v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
   vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
   viii. Shower: ceramic tile floor and walls.
   ix. Floor & base: ceramic tile.
   x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   xi. Ceiling: hung 5/8" sheetrock, painted.
   xii. Vanity: custom shop-painted wood.
   xiii. Countertops: stone.
e. Bathroom 2
   i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Tub: Duravit Happy D #70001500 built in tub, white.
   v. Tub Spout: AFNY Minimal #1520, polished chrome.
   vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
   viii. Shower: ceramic tile floor and walls.
   ix. Floor & base: ceramic tile.
   x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   xi. Ceiling: hung 5/8" sheetrock, painted.
   xii. Vanity: custom shop-painted wood.
   xiii. Countertops: stone.
f. Bathroom 3
   i. Lavatory: (1) Duravit Vero #45450 5000301 w/ Duravit Fogo #9553 cabinet base w/ Macassar finish.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
   v. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
   vi. Floor & base: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   viii. Ceiling: hung 5/8" sheetrock, painted.
   ix. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.
g. Laundry
   i. Washer: Bosch 300 Series #WAT28400UC, white.
   ii. Electric Dryer: Bosch 500 Series #WTG86401US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.

5. Residential Unit 5: Floorthrough on 5th Floor
   a. Floors: 5” White Oak, select/better grade, Prefinished Antique White finish, 5/8” thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.
   c. Kitchen
      i. Gas cooktop: (2) Miele #KM404 modular cooktop, black glass.
      ii. Electric under-counter oven: Miele #H4881BP master-chef 30” oven, stainless steel.
      iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
      iv. Sink: Blanco Elements #512746SS, undermount single bowl, stainless steel.
      v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
      vi. Microwave/hood: Sharp R-1514, stainless steel.
      vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
      viii. Upper and lower cabinets: shop-painted wood.
      ix. Countertops: stone.
      x. Backsplash: ceramic tile.
   d. Master Bathroom
      i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
      ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat, white.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8” WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8” sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertops: stone.
   e. Bathroom 2
      i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
      ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub Spout: AFNY Minimal #1520, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8” WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8” sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertops: stone.
   f. Bathroom 3
      i. Lavatory: (1) Duravit Vero #45450 5000301 w/ Duravit Fogo #9553 cabinet base w/ Macassar finish.
      ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat.
      iv. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      v. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
      vi. Floor & base: ceramic tile.
      vii. Walls: 5/8” WR sheetrock painted with door-height ceramic tile throughout.
      viii. Ceiling: hung 5/8” sheetrock, painted.
      ix. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.

g. Laundry
   i. Washer: Bosch 300 Series #WAT28400UC, white.
   ii. Electric Dryer: Bosch 500 Series #WTG86401US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.

6. Residential Unit 6: Duplex on 6th Floor and Penthouse
   a. Floors: 5" White Oak, select/better grade, Prefinished Antique White finish, 5/8" thick with 10MM rubber underlayment. Manufactured by Graf Custom Hardwood, model #E6WOSBP210 with Limited Warranty.
   b. Finishes:
      i. Walls: latex primer and two finish coats of latex paint, eggshell finish. New condition.
      ii. Ceilings: latex primer and two finish coats of latex paint, flat finish. New condition.
   c. Kitchen
      i. Gas cooktop: (2) Miele #KM404 modular cooktop, black glass.
      ii. Electric under-counter oven: Miele #H4881BP master-chef 30" oven, stainless steel.
      iii. Refrigerator/freezer: Subzero #700TC, shop-painted wood panels.
      iv. Sink: Blanco Elements #512746SS, undermount single bowl, stainless steel.
      v. Faucet: Grohe Minta #32 319 000, single-hole w/ integrated spray, polished chrome.
      vi. Microwave/hood: Sharp R-1514, stainless steel.
      vii. Dishwasher: Miele Optima # G2470 SCVi – 212247062USA, shop-painted wood panel.
      viii. Upper and lower cabinets: shop-painted wood.
      ix. Countertops: stone.
      x. Backsplash: ceramic tile.
   d. Master Bathroom
      i. Lavatory: (1) Wetstyle Cube VC-484 undermount trough w/ 2 drains/traps, white.
      ii. Lavatory faucet: (2) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat, white.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub controls & spout: AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1S-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8" sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertops: stone.
   e. Bathrooms 2 & 3
      i. Lavatory: (1) Kohler Kathryn #K-2297 undermount with custom vanity base.
      ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
      iii. Water closet: Toto Carolina #MS884114 with seat.
      iv. Tub: Duravit Happy D #70001500 built in tub, white.
      v. Tub Spout: AFNY Minimal #1520, polished chrome.
      vi. Shower head: Hansgrohe Raindance #27476XX1, polished chrome.
      vii. Shower controls: AFNY Minimal #TMV-07-1D-OMBG, polished chrome.
      viii. Shower: ceramic tile floor and walls.
      ix. Floor & base: ceramic tile.
      x. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
      xi. Ceiling: hung 5/8" sheetrock, painted.
      xii. Vanity: custom shop-painted wood.
      xiii. Countertops: stone.

f. Powder Room
   i. Lavatory: (1) Duravit Vero #45450 5000301.
   ii. Lavatory faucet: (1) AFNY Minimal #MIN-100A three-hole faucet, polished chrome.
   iii. Water closet: Toto Carolina #MS884114 with seat.
   iv. Floor & base: ceramic tile.
   v. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.
   vi. Ceiling: hung 5/8" sheetrock, painted.
   vii. Vanity: Duravit Fogo #9553 cabinet base w/ Macassar finish.

g. Laundry
   i. Washer: Bosch Axxis #WAS20160UC, white.
   ii. Electric Dryer: Bosch Axxis #WTE86300US, white.
   iii. Laundry Mop Sink: Swanstone #ST-1, floor standing.
   iv. Faucet: Kohler Coralais #K-152070 B.
   v. Shelf: painted wood.
   vi. Floor: ceramic tile.
   vii. Walls: 5/8" WR sheetrock painted with door-height ceramic tile throughout.

7. Residential Unit Finishes

Space	Floor	Wall	Base	Ceiling
Hall	wood	paint	painted wood	paint
Living/Dining Rm	wood	paint	painted wood	paint
Bedrooms/Storage/Closets	wood	paint	painted wood	paint
Terrace/Garden	concrete pavers	brick/concrete panels	none	none
Convenience Stair	wood	paint	paint	paint

X. Finish Schedule of Spaces Other Than Residential Units
All finishes are existing to remain, and in acceptable condition, as per the RAND Report.

Space	Floor	Wall	Base	Ceiling
Lobby	ceramic tile	paint/wood panels	painted wood	paint/wood panels
Elevator	ceramic tile	paint/wood panels	painted wood	paint/wood panels
Package Room	ceramic tile	paint	painted wood	paint
Egress stair	wood/ painted concrete	paint	none	paint
Elevator lobby (Cellar)	ceramic tile	paint	painted wood	paint
Trash room	painted concrete	paint	vinyl	paint
Intercom equipment room	painted concrete	paint	vinyl	paint
Mechanical (Cellar)	painted concrete	paint	vinyl	paint

Y. Safety and Warning Devices
Smoke detectors are provided. The detectors are hardwired units with self-contained battery backup. They are also wired into the Residential Unit's security/fire alarm system.

Carbon monoxide detection devices are provided. The detectors are hardwired units with self-contained battery backup, and are located within 15' of any room used for sleeping purposes.

The Fire Alarm central station is located in the Cellar in a mechanical equipment room which also contains the sprinkler equipment. The model is EST2 from GE Security. Central station receives a Certificate of Fitness every 6 months.

Z. Additional Information Required
1. Site Plan – see attachment.
   - Includes: roads, outside dimensions of the building and exterior common area, demarcation of property lines, depiction of neighboring buildings including roof outlines, entry, trees, and hydrants.
   - See individual plans for fencing, steps, and yard/area drains.
   - None of the following exist: exterior common recreation areas, exterior refuse disposal areas, privately owned access roads, drywells, and ramps.

2. Area map – not required, because Building is located in a highly urban area.
3. Floor plan for each Residential Unit – see attachment.
   - Includes: appliances and equipment including dishwashers and microwaves, legends, drains, and room designations. Plans correspond to approved DOB drawings.
4. Roof Plan – see attachment.
   - Includes: all equipment, area drains, hatches, skylights, dimensions, maximum allowable occupancy, and legend.
   - See Penthouse Plan for paving, area drains, fencing, guard rails, roof deck & SF, and legend.
   - Fire Department access path is not provided or required, because the ALT 1 DOB application was filed on 5/23/08, prior to the implementation of the 2008 Fire Code on July 1, 2008 which implemented the access path requirement.
5. Elevations of all facades – see attachment. Includes overall building height and floor levels.
6. Floor to ceiling heights of Residential Units – see each plan.
7. Approximate total area of each Residential Unit – see each plan.
8. Master floor plan showing Residential Unit boundaries – not required, because Residential Units are full-floor.

AA. Inspection

In the Event that certain conditions in the Building cannot be adequately evaluated by a visual examination, the department of law may, in its discretion, direct that an independent engineering or testing laboratory be retained to perform such tests or monitoring as may be necessary in order to make adequate disclosure. Conditions which may require additional testing or monitoring include, but are not limited to settlement, masonry, cracks, rusting of structural steel, adequacy of concrete cover, fire-stopping, etc. Test results must be reported in the offering plan or in an amendment thereto.

BB. Further Development

None

CC. Asbestos/Special Risks

1. Asbestos: H.A. Bader Consultants, Inc. conducted asbestos testing on December 23, 2021, and issued the Asbestos Report on January 25, 2022. Fireproofing and insulating materials that were tested were gypsum wall board (drywall), joint compound associated with the drywall, plaster, spray-on fireproofing applied to structural steel, and thermal pipe insulation. No material had a content of asbestos greater than 1%, therefore no material was identified as being an Asbestos Containing Material (ACM). Three plaster samples in the public rear stair hall showed less than 1% asbestos, which is known as traces of asbestos. The plaster is in acceptable condition, is not subject to disturbance, and no action is required as per the Asbestos Report. See attached Asbestos Report in Appendix for more details.

2. Balconies/Terraces may not be used for any type of occupancy – including but not limited to: sleeping, living room, recreation room, office, storage, etc. To do so may result in a violation against the building being issued by the NYC Department of Buildings.

3. Tenant Storage may not be used for any type of occupancy – including but not limited to: sleeping, living room, recreation room, office, storage, etc. To do so may result in a violation against the building being issued by the NYC Department of Buildings.

4. Windows: Residential Unit Owners must notify the Managing Agent in writing when a Child or Children under Eleven (11) years old lives or resides, even temporarily in the Residential Unit. Each Residential Owner shall install, at the Residential Owner's expense, the required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by law, with the full knowledge of the Managing Agent.

5. Mixed-use Zoning District: Prospective purchasers and occupants of the Residential Units should be aware that the Residential Units are located in a mixed-use building zoning district containing retail uses and commercial uses within the Building and in adjacent properties. Prospective purchasers should make any investigation they deem necessary to determine that the conditions existing or permitted to exist are not offensive to such prospective purchasers.

7. NYC Local Law 11/98 Façade Inspection Safety Program (FISP): FISP requires buildings higher than 6 stories to have exterior walls and appurtenances inspected every five years, and a technical façade report must be filed with the DOB. The façade, parapets, window frames, air conditioning units, decorative metal fascia over main entrance, and flag posts were inspected. Report classification is SAFE, which means no repair or maintenance is required to sustain the structural integrity of the exterior building, and it will not become unsafe during the next five years. No repairs are required. See Appendix for FISP Report.

   The most recent inspection was completed under Cycle 9c on 9/29/20, with the FISP Report issued on 10/6/20, and a TR6 inspection report filed at DOB on 10/29/20, #TR6-914767-9C-I1. Cycle 10c must be completed between 02/21/2027 and 02/21/2029.

DD. Lead-Based Paint

Based on the age of the Building, lead based paint would have been used in the painting of some areas of the original Building. Site Observation, however, did not indicate areas of peeling paint meaning that the paint was intact on the walls and ceilings. The sponsor does not intend to remove any lead-based paint that may be in the Building. In the future, if the walls and ceilings of the Residential Units are demolished or altered, code approved provisions for treatment of lead-based paint surfaces will need to be followed, including approval of the Board of Managers if testing reveals the presence of lead-based paint.

The foregoing Description of Property was prepared by our firm for the property located at 29 West 21st Street, New York, NY.

Jean-Gabriel Neukomm, AIA

Principal, JG Neukomm Architecture, PLLC



H.A. Bader Consultants, Inc.
Environmental Consulting Engineers
130 West 25th Street, Ste 4A
New York, New York 10001
Email:info@habader.net
www.habader.net

Michael E. Villacres
Principal

TEL: 212-475-4122

January 25th, 2022

Twenty-First Lofts, LLC
c/o Mr. Nicolas Oudin
nicolas@gavecore.com
90 Greene Street, 4th Floor
New York, NY 10012

RE: Attorney General Report – 29 West 21st Street, NY, NY

On December 23rd, 2021, H. A. Bader Consultants, Inc. (HABC) performed an asbestos investigation at 29 West 21st Street, New York, NY. HABC's scope of work was to prepare an "asbestos report" as required by Section 20.7(bb) of the New York State Attorney Generals Office for Newly Constructed, Vacant or Non-Residential Condominiums.

The Attorney General requires that suspect asbestos containing material (ACM) fireproofing and insulating materials be inspected throughout the building. An ACM is defined as a material containing greater than one percent asbestos. All common areas and a minimum of 10% of individual apartment units must be inspected.

HABC is licensed by the New York State Department of Labor (DOL) as an Asbestos Consultant (28903). The investigation was performed, and report prepared by Michael Villacres, who is certified by United States Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) Program and the DOL as an Asbestos Inspector. He is also a New York City Department of Environmental Protection (DEP) Certified Asbestos Investigator (#131639).

The property is a joisted masonry structure with 7 floors and a single cellar floor. There are 6 individual residential apartment units. All common areas of the building interior were inspected. Two individual apartments units were inspected (PH & 2nd FL Apts.).

The investigation was performed to determine the quantity and location of ACM at the property used for insulating and/or fireproofing building materials. The inspection procedures were non-destructive. Therefore, solid construction wall, ceiling and floor enclosures were not opened to inspect for concealed ACM.

The suspect fireproofing and insulating materials observed at the property were the gypsum wall board (drywall), joint compound associated with the drywall, plaster, spray-on fireproofing applied to structural steel, and thermal pipe insulation.

The drywall and joint compound partitions are found throughout the building. The plaster was found on walls and ceilings in the public stair-hall. The spray-on fireproofing was only observed at the ceiling of the cellar on a few overhead steel beams. The pipe insulation (fiberglass) was seen throughout the cellar, in the mechanical rooms, and on pipes in chases within the apartments.

Bulk samples were removed from suspect materials and were submitted to an accredited asbestos laboratory for analysis by polarized light microscopy (PLM). No material had a content of asbestos greater than 1%, therefore no material was identified as being an ACM. 3 plaster samples showed less than 1% asbestos, which is known as traces of asbestos. Reference the attached bulk sampling table for locations and laboratory results from EMSL Analytical.

Multiple samples are collected from each suspect material (called a group). If any one sample within a group test positive as ACM, the entire group must be classified as ACM.

Plaster

The plaster located at the walls and ceilings in the public Stair-Hall from floors 1-6. Seven bulk samples were collected of the plaster. Three samples tested had trace asbestos contents (i.e., less than 1% asbestos) and 4 samples had no asbestos detected. It is evident that there is some asbestos in the plaster used in the rear stair-hall throughout the building.

The amount of asbestos in the plaster is relatively low and inconsistent. It is possible that further sampling could identify areas of plaster that are ACM and some that are not. This testing would be expensive and time consuming. Since the plaster is in good condition and there are no known plans to disturb it, no response action is required at this time and further testing is not deemed necessary.

DEP requires that building materials be tested prior to performing renovations. Therefore, the plaster in the rear stair-hall can be addressed prior to any potential disturbance.

General Note

ACM materials that will be disturbed, must be abated by a licensed asbestos abatement contractor, and disposed of properly, in accordance with DEP rules and regulations.

Conclusion

An asbestos investigation was performed at 29 West 21st Street, New York, NY by H. A. Bader Consultants on December 23rd, 2021. The investigation was performed to determine the quantity and location of ACM at the property used for insulating and/or fireproofing building materials.

No materials were identified as ACM. Traces of asbestos were found in 3 of 7 samples of the plaster in the rear stair-hall. The plaster was found in good condition and not subject to disturbance at this time. Therefore, no response actions are required for any of the ACM. If you have any questions, please contact us.

Sincerely,



Michael E. Villacres
Principal

Bulk Sample Locations and Results

Sample	Material	Location	Results
C1	Drywall	Cellar	ND
C2	Drywall	2nd FL public stair-hall	ND
C3	Drywall	2nd FL Apt	ND
C4	Joint Compound	Cellar	ND
C5	Joint Compound	Cellar	ND
C6	Joint Compound	6th FL PH Apt	ND
C7	Joint Compound	6th FL PH Apt	ND
C8	Joint Compound	2nd FL public stair-hall	ND
C9	Joint Compound	2nd FL Apt	ND
C10	Joint Compound	2nd FL Apt	ND
C11	Spray-on Fireproofing	Cellar	ND
C12	Spray-on Fireproofing	Cellar	ND
C13	Spray-on Fireproofing	Cellar	ND
C14	Pipe Wrap Insulation	Cellar	ND
C15	Pipe Wrap Insulation	6th FL PH Apt	ND
C16	Pipe Wrap Insulation	Cellar	ND
C17	Plaster	6th FL public stair-hall	0.50%
C18	Plaster	5th FL pubic stair-hall	0.50%
C19	Plaster	4th FL public stair-hall	0.75%
C20	Plaster	2nd FL public stair-hall	ND
C21	Plaster	2nd FL public stair-hall	ND
C22	Plaster	2nd FL public stair-hall	ND
C23	Plaster	2nd FL public stair-hall	ND

ND = No Asbestos Detected
ACM = Greater than 1% Asbestos (ACM is a regulated material)

EMSL Analytical, Inc.
307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032123286
Customer ID: HABD36
Customer PO:
Project ID:

Attention: Asbestos Reports
H.A. Bader Consultants, Inc.
130 West 25th Street, Suite 4A
New York, NY 10001

Project: 29 WEST 21ST STREET, NY, NY

Phone: (212) 475-4122
Fax:
Received Date: 12/23/2021 5:25 PM
Analysis Date: 12/27/2021 - 12/31/2021
Collected Date: 12/23/2021

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID C1 *032123286-0001*		**Description** DRYWALL **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	Tan	10.00% Glass	45.00% Gypsum 30.00% Non-fibrous (other) 15.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C2 *032123286-0002*		**Description** DRYWALL **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	Gray	5.00% Glass	45.00% Gypsum 30.00% Non-fibrous (other) 20.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C3 *032123286-0003*		**Description** DRYWALL **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	Gray	3.00% Cellulose	60.00% Gypsum 37.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C4 *032123286-0004*		**Description** JOINT COMPOUND **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	White	5.00% Cellulose	15.00% Ca Carbonate 35.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 12/31/2021 06:25:40

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http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032123286
Customer ID: HABD36
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID C5		**Description**	JOINT COMPOUND		
032123286-0005		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/27/2021	White		20.00% Ca Carbonate 35.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C6		**Description**	JOINT COMPOUND		
032123286-0006		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/27/2021	White		20.00% Ca Carbonate 25.00% Non-fibrous (other) 55.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C7		**Description**	JOINT COMPOUND		
032123286-0007		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/27/2021	White		25.00% Ca Carbonate 20.00% Non-fibrous (other) 55.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C8		**Description**	JOINT COMPOUND		
032123286-0008		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/31/2021	White		65.00% Ca Carbonate 35.00% Non-fibrous (other)	**None Detected**
Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C9		**Description**	JOINT COMPOUND		
032123286-0009		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/31/2021	White		65.00% Ca Carbonate 35.00% Non-fibrous (other)	**None Detected**
Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 12/31/2021 06:25:40

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EMSL Order: 032123286
Customer ID: HABD36
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID C10 *032123286-0010*		**Description** JOINT COMPOUND **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	White		65.00% Ca Carbonate 35.00% Non-fibrous (other)	**None Detected**
Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C11 *032123286-0011*		**Description** SPRAY-ON FIREPROOFING **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	Gray	35.00% Cellulose	20.00% Gypsum 45.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C12 *032123286-0012*		**Description** SPRAY-ON FIREPROOFING **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	Gray	60.00% Cellulose	5.00% Ca Carbonate 20.00% Gypsum 15.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C13 *032123286-0013*		**Description** SPRAY-ON FIREPROOFING **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	Gray	45.00% Cellulose	55.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C14 *032123286-0014*		**Description** PIPE WRAP **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	White/ Silver/ Yellow	25.00% Cellulose 40.00% Glass	10.00% Ca Carbonate 25.00% Non-fibrous (other)	**None Detected**
Result includes a small amount of inseparable attached material					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C15 *032123286-0015*		**Description** PIPE WRAP **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/27/2021	White/ Silver/ Yellow	25.00% Cellulose 45.00% Glass	5.00% Ca Carbonate 25.00% Non-fibrous (other)	**None Detected**
Result includes a small amount of inseparable attached material					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 12/31/2021 06:25:40

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EMSL Order: 032123286
Customer ID: HABD36
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID C16		**Description**	PIPE WRAP		
032123286-0016		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/31/2021	White/ Silver/ Yellow	10.00% Cellulose 50.00% Glass	40.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C17		**Description**	PLASTER		
032123286-0017		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/28/2021	White	5.00% Cellulose	20.00% Ca Carbonate 39.50% Non-fibrous (other) 35.00% Quartz	**0.50% Chrysotile**
Inseparable paint / coating layer included in analysis Result includes a small amount of inseparable attached material					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C18		**Description**	PLASTER		
032123286-0018		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/28/2021	White	None	15.00% Ca Carbonate 10.00% Mica 39.50% Non-fibrous (other) 35.00% Quartz	**0.50% Chrysotile**
Result includes a small amount of inseparable attached material Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C19		**Description**	PLASTER		
032123286-0019		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/28/2021	Tan/ White	None	20.00% Ca Carbonate 10.00% Mica 14.25% Non-fibrous (other) 55.00% Quartz	**0.75% Chrysotile**
Result includes a small amount of inseparable attached material Inseparable paint / coating layer included in analysis					
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C20		**Description**	PLASTER		
032123286-0020		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	12/28/2021	Brown/ Tan/ White	3.00% Cellulose	25.00% Ca Carbonate 27.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 12/31/2021 06:25:40

EMSL Analytical, Inc.
307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order: 032123286
Customer ID: HABD36
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID C21 *032123286-0021*		**Description** PLASTER **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	Brown/ White		25.00% Ca Carbonate 40.00% Non-fibrous (other) 35.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C22 *032123286-0022*		**Description** PLASTER **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	Brown/ White		20.00% Ca Carbonate 40.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID C23 *032123286-0023*		**Description** PLASTER **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/31/2021	Brown/ White		20.00% Ca Carbonate 35.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 12/31/2021 06:25:40

EMSL Analytical, Inc.
307 West 38th Street New York, NY 10018
Tel/Fax: (212) 290-0051 / (212) 290-0058
http://www.EMSL.com / manhattanlab@emsl.com

EMSL Order:	032123286
Customer ID:	HABD36
Customer PO:	
Project ID:	

Test Report:Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods . The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date:	12/23/2021	Sample Receipt Time:	5:25 PM
Analysis Completed Date:	12/31/2021	Analysis Completed Time:	2:12 AM

Analyst(s):

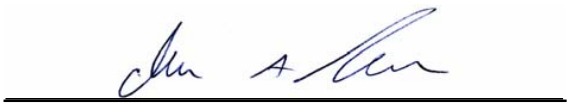


Ghaly Hemaya PLM NYS 198.1 Friable (9)



Ordep Gonzalez PLM NYS 198.1 Friable (14)

Samples reviewed and approved by:



Charles Johnson, Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Estimation of uncertainty available upon request. This report is a summary of multiple methods of analysis, fully compliant reports are available upon request. All samples examined for the presence of vermiculite when analyzed via NYS 198.1. A combination of PLM and TEM analysis may be necessary to ensure consistently reliable detection of asbestos . Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. This report must not be used to claim product endorsement by NVLAP of any agency or the U.S. Government . Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. NOB= Non friable organically bound; N/A= Not applicable VCM= Vermiculite containing material.

Samples analyzed by EMSL Analytical, Inc. New York, NY NYS ELAP 11506, NVLAP Lab Code 101048-9

Initial report from: 12/31/2021 06:25:40

OrderID: 032123286

EMSL Analytical, Inc. 032123286 Asbestos

~ CHAIN OF CUSTODY ~

EMSL Representative: Gary Perlmutter

Company:	H. A. Bader Consultants, Inc.	Bill To:	H. A. Bader Consultants, Inc.
Address:	130 West 25th Street, Suite 4E New York, New York 10001	Address:	130 West 25th Street, Ste. 4A New York, New York 10001

Phone Results To:	Michael E. Villacres	Email Results To:	Michael E. Villacres
Telephone #:	212-475-4122	Email Address:	habclab@habader.net

Project Name/Address: 29 West 21st Street, M,M

Matrix			Turnaround		
[ ] Air	[ ] Floor Tile	[ ] Soil	[ ] 1 hr	[ ] 3 hrs	[ ] 12 hrs
[X] Bulk	[ ] Mastic-Adhesive	[ ] Other	[ ] 24hrs	[X] 48 hrs	[ ] 72 hrs
[ ] Wipe	[ ] Dust		[ ] Please Call This # With Results:		

PCM	TEM AIR	TEM WATER
[ ] NIOSH 7400	[ ] AHERA	[ ] Wastewater
[ ] OSHA	[ ] NIOSH 7402	[ ] Drinking Water EPA 100.2
[ ] Other:	[ ] Level I	[ ] Water - NY Wastewater
	[ ] Level II	[ ] Water - NY Drinking Water
PLM	**TEM BULK**	**TEM WIPE**
[ ] EPA 600	[ ] Drop Mount Qualitative	[ ] Quantitative
[ ] NOB (GH)	[ ] Chatfield	[ ] Qualitative
[X] NY Point Count	[ ] Chatfield/SEM QC	
[ ] Other:	[ ] Conventional Quantitative	**XRD**
	[ ] EMSL Method	[ ] Asbestos
SEM	[ ] NOB - If Required [ ]	[ ] Silica
[ ] Qualitative	[ ] NOB/SEM QC	
[ ] Quantitative	[ ] Micro-Vac Quantitative	**OTHER**
	[ ] Micro-Vac Qualitative	[ ]

EMSL MANHATTAN LAB RECEIVED 21 DEC 23 PM 5:25

Sample #(s): C1 To: C23 Total: 23 Collected Date: 12/23/21

Relinquished: Michael Villacres Date: 12/23/21

Received: David Hakey Date: 12/23/21 525 PM

Received: _____ Date: _____

12/31/21

OrderID: 032123286 032123286

EMSL Analytical, Inc. ~ CHAIN OF CUSTODY ~ Asbestos

Company: H. A. Bader Consultants, Inc., 130 West 25th Street, Ste. 4A, New York, NY 10001

Project Name/Address: 29 West 21st street, M,M

Analysis Type: [X] PLM [ ] PCM [ ] TEM [ ] ** Analyze Mastic If Possible **

SAMPLE NUMBER	DESCRIPTION/LOCATION	VOLUME (L)
C1-3	Dry wall	
C4-10	Joint Compound.	
C11-13	Spray-on Fireproofing	
C14-16	Pipe Wrap	
C17-23	Plaster	

EMSL MANHATTAN LAB RECEIVED 21 DEC 23 PM 5:25

[ ] Additional Pages

COVER SHEET

Date: March 24, 2022

To: Nicolas Oudin
E-mail: nicolas@gavecore.com

From: Jamey R. Ehrman, PE

Re: 29 West 21st Street
Limited Building Evaluation

Number of Pages (including cover): 42, plus appendices

COMMENTS:

Enclosed please find the finalized version of the limited building evaluation report for the above-captioned property; let me know if you have any questions regarding this information.

S220101.cor

THE NYC DOB HAS TIGHTENED REQUIREMENTS FOR SPECIAL INSPECTIONS.
CONTACT **RAND** TO MAKE SURE YOUR REPAIR PROJECT COMPLIES.

March 24, 2022

Twenty-First Lofts LLC
c/o Nicolas Oudin
GAVECORE
90 Greene Street, 4th Floor
New York, NY 10012

Re: 29 West 21st Street
Limited Building Evaluation

Dear Nicolas:

As requested, on January 18, 2022, RAND Project Associate Brendon Huang and I visited the above-captioned property to perform observations pursuant to a limited building evaluation, and a follow-up visit was performed by Mr. Huang on . In accordance with the agreement for this assignment, we have prepared this letter report to outline significant deficiencies identified during RAND's site work, and provide general recommendations on all repairs, replacements, and/or procedures judged necessary to bring the existing building to sound operating condition, including "order of magnitude" budget projections on repair and major capital improvement needs.

The site work for this evaluation was mainly conducted by visual observations and included but not necessarily limited to the following systems and components:

- Roofing and roof level structures
- Windows
- Exterior entrances
- Hallways and stairwells
- Elevator system
- Heating system
- Refuse disposal
- Plumbing and drainage
- Fire protection system
- Electrical system
- Sidewalk and site conditions

Overall, the condition of this building would be characterized as good; however, some capital improvement work is recommended for the building to remain in this condition. It is also important to note that when we visited the building for this assignment, it was not inhabited.

Building Information

29 West 21st Street is a multi-use residential building that is located on the north side of West 21st Street between 5th Avenue and Avenue of the Americas (a.k.a. 6th Avenue) in the Flatiron District neighborhood of Manhattan.

The building was originally constructed circa 1909 and designed by architect, James E. Ware & Sons, with a Neo-Renaissance influence. On May 2, 1989, it was designated to

be part of the Ladies' Mile Historic District by the NYC Landmarks Preservation Commission; the following description is included in the associated designation report:

The first story is flanked by brick piers and just directly above the upper ends of the first story is a decorative iron work which has been bolted to the facade. Stories two through six, articulated as bands of tripartite windows and resting on a heavy stone sill, are flanked by brick piers and are slightly recessed and separated by metal spandrel panels. Each story contains three one-over-one steel sash windows separated by metal mullions with guttae underneath. The fourth and fifth story contain metal consoles supporting brick voussoirs and an incised stone keystone. The building is capped by a modillioned metal cornice supported by elaborate consoles at each end containing rosettes and wreaths.

According to the NYC DOB Building Information System website, this building is assigned Building Identification Number (BIN) 1015529 and is located on Tax Block 823 and Tax Lot 23. Furthermore, the building has a classification with the Department of Finance of D5-ELEVATOR APT. The NYC Department of City Planning zoning map 8D indicates the primary zoning for this building as C6-4A, which has a residential district equivalent of R10A.

On May 23, 2008, an Alteration Type 1 permit application was filed under job number 110176194 with a description of "*CONVERT BUILDING TO RESIDENTIAL*" by Jean-Gabriel Neukomm, RA of SPAN. The Schedule A filed for this application lists the following spaces to be shown on the building's Certificate of Occupancy (C of O).

FLOORS FRM - TO	DESCRIPTION OF USE	LIVE LOAD	2014/2008 Code?	OCC GRP	UNITS	ZONE USE
CEL -	BOILER ROOM AND 1/2 CLASS A DWELLING	OG	N	B-2; J-2	.5	2
001 - 001	RETAIL SPACE AND 1/2 DWELLING	120	N	C; J-2	.5	6; 2
002 - 002	1 CLASS A APARTMENT	120	N	J-2	1	2
003 - 003	1 CLASS A APARTMENT	120	N	J-2	1	2
004 - 004	1 CLASS A APARTMENT	120	N	J-2	1	2
005 - 005	1 CLASS A APARTMENT	120	N	J-2	1	2
006 - 006	1/2 CLASS A APARTMENT	120	N	J-2	.5	2
007 - 007	1/2 CLASS A APARTMENT	120	N	J-2	.5	2

The most current C of O for this building was issued on January 22, 2010.

(1) Roof Levels

This building has a main terrace roof that can be accessed from the egress stair and upper level of the Unit 6. On this roof level, there are mechanical units within a blocked off designated area as well as the elevator machine room. The mechanical area utilizes a cement board wall that divides the roof from what is the recreational area and the mechanical area. The roof terrace is constructed with a cold-processed modified bitumen roofing system with leveling pedestals and reinforced concrete pavers from Stepstone, inc.

There is one existing galvanized steel and glass hip-ridge skylight that is provided for this building which is located in the staircase bulkhead roof.

Noteworthy items concerning the roof levels are as follows:

a. Roof System

In general, the observed sections of the existing roofing systems appear to be in good condition. However, the majority of these areas were concealed by reinforced concrete pavers (overburden), and as such, temporary removal of the overburden would be needed to verify the condition of the concealed areas of the roofing systems for this building, which is currently beyond the scope of this survey.

Copies of any roof warranties were not provided to RAND at the time of this survey, although the COP states that the material is a John-Mansville Three-Ply Cold Process Modified Bitumen Mineral Surfaced Roofing System. It is understood that a 20-year warranty was provided and started in 2009.

Roof Warranty
Informational Item Only ..... *

Sub-Total – Roof Levels
Informational Item Only ..... *

(2) Exterior Windows

There are multiple types of windows that can be found throughout the building. The typical street facade utilizes new fixed double-hung wood and aluminum construction with double glazed with factory assembled insulated glass, and manufactured by Marvin Windows. The sills are existing metal clad, mullions are existing wood, and lintels are clad steel. The typical rear facade utilizes a new fixed double-hung aluminum construction with double glazed with factory assembled insulated glass, and manufactured by Marvin Windows. The sills are existing stone and the lintels are masonry arches. The exterior windows for Unit 1 at the Cellar and 1st Floor of the rear are out-swing casement or fixed steel and glass windows, manufactured by Bliss Nor-am Doors and Windows Ltd.

These windows were apparently installed as part of an Alteration Type 2 permit application filed under job number 110014831 and was signed-off on April 16, 2009. This job included the interior demolition of an existing commercial and residential building with general construction, mechanical, and plumbing work type permits issued. A portion of the existing building was demolished, a new penthouse and bulkhead were added to top of building, and a new rear yard was created. Portions of the exterior walls were demolished and/or rebuilt. This project also included a portion of new fire stair, bathrooms, kitchens, finishes, fixtures and appliances, new windows, door, new mechanical, electrical and plumbing. In

addition, each of the windows found in the apartment does not have a window guard. However, in the COP it is noted that if a child, at any time, resides within any of the units, that the Condominium must be notified and a window guard will be installed.

Noteworthy items concerning the exterior windows are as follows:

a. Marvin Windows

The building windows from Marvin Windows are all under the Marvin Windows and Doors Ten-Year Limited Warranty. This warranty states that if your windows are defective that Marvin will repair, replace, or refund the defective material. It should be noted that the insulating glass used within these windows have a Twenty-Year Limited Warranty. Due to the difference in warranty types, the Marvin Limited Warranty has already expired, whereas the Insulating glass warranty is expected to expire in February 2029. RAND recommends reviewing the terms and conditions of this warranty to ensure that any future damages were to occur, the warrantor can be contacted as soon as possible.

Insulating Glass Monitoring
Informational Item Only ..... *

b. Bliss Nor-am Door and Windows

The windows and doors utilized in Unit 1 differentiate from the previously mentioned windows found in the building. These windows and doors were manufactured from Bliss Nor-am Doors and Windows Ltd and RAND was not provided with a warranty for these windows and doors.

The windows located on 1st floor for Unit 1 are swing windows and do not have a window limit stopper. This allowed the windows to open beyond what is considered the safe limit of 4 inches. It is recommended that window stoppers be installed to reduce the risk of falling from these areas. It should be noted that RAND was informed that these window stoppers were installed after our initial sitework; however, during our second sitework, access was not given to this unit. For the purposes of this report, a budget projection has been provided for the window stopper installation; this budget projection may need to be adjusted based on further development of the scope of work for this item.

Window Stopper Installation
Preliminary Allowance $1,000

Obtain Window Warranty
Informational Item Only ..... *

c. Citiquiet Soundproof Windows

In the Condominium Offering Plan, it states that the units from floors 2 – 5 on the rear facade have Citiquiet Soundproof windows in addition to the Marvin Windows. It should be noted that RAND was not provided with documentation of these windows or their warranty. In addition, the window schedules provided to RAND did not include these windows or specify their location. It is recommended to confirm the installation of these windows and to obtain warranties from the window warrantor as a precaution if any damages do occur to these windows.

Citiquiet Soundproof Windows Confirmation
Informational Item Only ..... *

Obtain Window Warranty
Informational Item Only ..... *

Sub-Total – Exterior Windows
Preliminary Allowance $1,000

(3) <u>Site Exterior</u>

The property is located on a rectangular shaped parcel (of approximately 2,518 sq. ft) with approximately 25.5-feet of lot frontage and 98.75-feet of lot depth, located on the north side of West 21st Street. The sidewalks are comprised of cast-in-place concrete flags with marbling curbing. In front of the commercial area of the building, there is a Fire Department connection as well as a steel vault. As mentioned previously in the report, there was Alt-2 Job #110014831 which included work that demolished portions of the building and created a rear yard to be utilized by Unit 1.

The rear yard is approximately 269 square and is accessed through both bedrooms on the Cellar level of Unit 1. The access to the rear yard is given to Unit 1. There are two stair treads in each bedroom which lead up to the level of the rear yard. The rear yard contains that raised reinforced concrete paver system that provides a finished floor to the resident. The rear yard is enclosed by an existing 12-inch thick masonry wall on the east property line and the majority of the north property line that are wholly within the extent of the lot. The remaining northern enclosure and the western enclosure are provided by the neighboring property walls. The southern enclosure of the rear yard is the rear wall of the existing building.

In general, the site exterior appears to be in good condition. It is recommended that building maintenance personnel continue the diligent upkeep of the site exterior to ensure that there no cracks or tripping hazards form along the public sidewalk.

Diligent Upkeep of Site Exterior
Informational Item Only ..... *

Sub-Total – Site Exterior
Informational Item Only ..... *

(4) Building Interior and Commercial Space

The common spaces of the building include the interior corridor which is provided with a neutral-colored wall finish, ceramic tiled floors, and neutral-colored wood paneled ceiling. The first floor contains an area for smaller packages as well as a designated package room with a virtual doorman to facilitate entry to the building. The common main stairs, which also functions as the egress stair for the building, appear to be an existing staircase with an addition of new construction at select locations. The new stair construction is from the cellar level to the second floor and was matched to the existing construction with wooden risers and treads. At the cellar level, there are the building's mechanical rooms, trash room, and recycling room.

The residential units located on floors 2-6 currently being renovated and many of the finishes were incomplete. However, each of these units have their respective laundry room which also house the unit's circuit breaker. On the ground floor, there is a commercial space that is currently vacate. Within the commercial space there is a closet towards the rear of the store along with a bathroom for the tenant.

The building's trash room is maintained by the building personnel who collect refuse and recyclables located at the cellar level of the building. Refuse will be monitored and maintained by building personnel be deposited on the curbside for NYC Department of Sanitation.

Noteworthy items concerning the building interior and commercial spaces are as follows:

---

a. Localized Improper Applied Firestopping

In the cellar level telecom room, RAND observed localized areas of improper or poorly applied firestopping at the wall penetrations. At this time, this situation appears to be a local condition as opposed to being a systemic defect; however, it should be noted that RAND's observations concerning this issue are limited as a building-wide fire-rated construction is beyond the scope of this report. In addition, the penetrations that were observed to have improper firestopping remained consistent with penetrations created for the

telecommunication cables installed. In view of this situation, it is recommended that any open fire-rated joint or penetration that is identified at this building be provided with the required firestopping detail. Since this condition is considered to be a local condition and not a system condition, it is reasonable for this repair work to be performed as an ongoing basis as conditions of this type may be periodically identified.

Firestopping Maintenance
Informational Item Only ..... *

b. Sidewalk Vault Steel Deck

In the Cellar Level, there was early stages of rusting and corrosion that occurred on the metal deck located in the sidewalk vault section of the Electrical Room and Water Main Room. These areas have exhibited signs of deterioration that if continued could result in further damage to this area. This deterioration is indicative of water infiltration is present in these areas. In addition, these areas are directly below the public sidewalk where there are signs of cracking which could be the source of water infiltration. While visual observation is not sufficient to determine the source of the water infiltration, it is recommended that the superintendent monitor this area to ensure that water is not continuing to infiltrate the area. If water continues to infiltrate or the signs of deterioration continue, it is recommended that a repair program be conducted for these areas. A viable repair program would entail the removal of the deteriorated portion of the steel deck, path any observed penetrations above the steel deck that could be the source of the steel deck deterioration, and replace the damaged corrugated steel with a new corrugated steel that is either welded into place or shored up with an adjustable shoring jack or similar item.

Sidewalk Vault Steel Deck Monitor
Informational Item Only ..... *

Sidewalk Vault Steel Deck Repairs
Informational Item Only ..... *

Sub-Total – Building Interior
Informational Item Only ..... *

(5) Mechanical Systems

Heat for the building is produced by a two-zoned heating plant located at the cellar level. The primary component of the heating plant is the low-pressure gas-fired boiler manufactured by Burnham Hydronics, model Burnham Independence #IN10, which produces hot water for heating purposes. From the boiler, hot water is supplied to the building's heat distribution piping, which consists of a two-zone hot water distribution system for north and south areas of the building. There is a third heating zone of radiant floor heating that is provided for the Cellar level portion of Unit 1. Hot water is distributed to the space heaters via the Taco "1600" Series In-Line Pumps to the perimeter radiation. Once the water has cooled, the water returns to the boiler to being reheating to start the heating process again. Fresh air intake for the boiler is provided via a direct ducted grill in the base of the storefront. Apartment kitchens are provided by two exhaust risers with an exhaust fan on the roof, and bathrooms are mechanically ventilated with a single exhaust duct riser to ventilate all bathrooms in the stack via the roof-mounted exhaust fans.

The heating system operation is regulated via a tekmar controller to maintain an indoor temperature of 70 degrees while the outdoor temperature is 13 degrees.

According to the Department of Building NOW, it was noted that Peter Ferraro, Oil Burning Equipment Installer, (License Number: 002734) conducted a Boiler Inspection on July 13th, 2021 and this item was considered to have no defects. However, in this inspection report, the boiler information was not correctly represented in this report. It is recommended that during the next inspection the proper boiler model and information be included in these reports.

Correct Boiler Information on DOB NOW
Informational Item Only ..... *

In general, the heating system appears to be in good condition. It should also be noted that gas-fired boilers have a life expectancy of approximately 25 to 35 years. It is recommended that building maintenance personnel continue the diligent upkeep of the heating plant and associated distribution equipment so that the Cooperative can benefit for an optimized life expectancy of these systems.

Continue Diligent Upkeep of Heating Plant
Informational Item Only ..... *

Sub-Total – Mechanical Systems
Informational Item Only ..... *

(6) Electrical Systems

Electrical Service is provided by Con Edison at 600 Amperes, 208/3/60 with (2) sets of 4#350 MCM wiring to a wire trough with 8 metered electrical services: (6) residential, (1) commercial, and (1) common/house. These electrical services are located in the Cellar Level and have 4 service switches that range from 60 Amperes to 400 Amperes depending on what they serve. Electrical distribution feeders are extended from the respective electrical service disconnect switch to electrical panelboards that can be found within each unit.

During this site work for this assignment, it was observed that the existing electrical system for this building to be in good condition. Since a substantial amount of the electrical systems are contained within apartments, it is assumed that the maintenance and repairs of these systems is funded by the associated resident-shareholder, and the maintenance and repair of the common element electrical systems is funded by the Cooperative, which appears to be sufficient for these items. It is recommended that the shareholders continue the diligent upkeep of the electrical systems for their apartment, and the Cooperative continue its diligent upkeep of the common element electrical systems.

Continue Diligent Upkeep of Electrical Systems
Informational Item Only ..... *

Sub-Total – Electrical Systems
Informational Item Only ..... *

(7) Plumbing Systems

Potable cold domestic water is provided to the building from the City water mains with the water main along 21st Street via a 2-inch house main that enter the building at the cellar level. This potable domestic water is monitored with a single meter at the water main which is separate from the fire protection sprinkler system. The water is heated through the gas-fired domestic water heater with a 1999,000 BTU/hr capacity and has an attached 100-gallon hot water storage tank to provide domestic hot water to all units. This designated hot water storage tank is provided for excess water to safely escape during the heating process from the water heater. Domestic hot water is supplied to fixtures through the pressure from a duplex water pressure booster pump includes a Variable Frequency Drive. The hot water is piped through a copper pipe that has pre-formed sectional insulation with vapor barrier jackets at a 1" thickness. A circulation pump is provided within the boiler room so that unused hot water can return back to the cold-water feed to the mixing valve and the system temperature can be maintained.

The building is equipped with a gravity drainage system that serves all fixtures above the Cellar level. Due to the elevation of the NYC sewer, this building requires the use of a sewage ejector system. Consequently, all "subsurface" cellar sanitary

and waste piping systems are distributed to a duplex sewage ejector of 30 gpm capacity for each pump. This duplex sewage ejector pump and tank is utilized for transferring the soil drainage and storm drainage of the cellar level plumbing and rear yard to the city sewer system.

The gas service for this building consists of a two-inch low-pressure steel gas main that entered the building at the cellar level water main room from below West 21st Street. From the point of entry, the two-inch main split to either end of the building. One take-off supplied a house meter collectively serving the space and domestic water heating equipment load. The second take-off serves the cooking gas for each apartment.

In general, the building's plumbing appeared to be in good-to-fair condition, and it is recommended that the diligent upkeep of these systems continue. However, it was noted that the existing domestic water booster system exhibited an excessive amount of noise, and may not be compliant with the required sound transmission codes. In view of this situation, it is recommended that a review of the current noise transmission from the domestic water booster pump system be performed by an acoustical consultant to determine if sound mitigation work is required at this location.

Domestic Water Booster Pump Acoustical Consultation
Informational Item Only ..... *

Sub-Total – Plumbing Systems
Informational Item Only ..... *

(8) Fire Protection Systems

The fire protection system, as mentioned previously, is separately metered from the domestic water for the sprinkler service. The fire protection is a 4" fire water service main that enters in from the cellar level of West 21st. In addition, the NYC Department of Environmental Protection Bureau of Water Supply records indicate that the city water main is capable of providing pressures of 46 psig when flowing 500 gpm through a fire hydrant located adjacent to the building. The building is fully wet sprinklered except for the residential bathrooms, with the sprinkler control valve assembly located at the cellar level. The building is also equipped with a sprinkler pump and jockey pump to ensure consistent pressure is throughout the system. The sprinkler heads are flush with adjacent suspended ceilings, and concealed covers provided at all interior finished areas and standard upright heads with wire protection is provided at all other areas.

No egregiously defective conditions were observed with the building's fire protection systems during RAND's survey. It is recommended that building maintenance personnel continue the diligent upkeep of these systems to avoid premature replacement installations.

Maintain Fire Protection Systems
Informational Item Only ..... *

Sub-Total – Fire Protection Systems
Informational Item Only ..... *

(9) Vertical Transportation

29 West 21st Street has one(1) passenger elevator. This elevator is a rooftop gear traction system and has a capacity of 2500 pounds. This elevator cab is manufactured by "Staley" and complies with A17.1-2000 and ASME A17.3-2002 standards of the NYC Building Code. The passenger cab is lined with ceramic tile whereas the walls are a metal, smoked grey mirror with wallpaper. Within the elevator machine room, located on the roof of the building, there is a telephone line that directly connects to the elevator intercom.

According to DOB records and the COP, this elevator was not present during the original construction. Elevator systems of this type typically have a useful life expectancy of approximately 35-years, so an upgrade of this elevator should not be needed for approximately 25 years.

In general, the elevator system appeared to be in good-to-fair operating condition. It should be noted that elevators are highly technical systems and operation is predicated upon a preventative maintenance program. It is recommended that an elevator service company continue with a preventative maintenance program so that the elevator is properly maintained.

Continue Diligent Upkeep of Elevator Systems
Informational Item Only ..... *

Sub-Total – Vertical Transportation
Informational Item Only ..... *

(10) Low Voltage Systems

The building is provided with a video intercom system for Residents and a virtual doorman. This Virtual Service operation is through a separate, dry loop, business class DSL connection with a minimum of 768 kbps upload and 3mbps download speed. This system monitors for remote control and monitored access to specific areas of the building which include the residential lobby and package room.

No egregiously defective conditions were observed with the building's low voltage systems during RAND's survey. It is recommended that the diligent upkeep of the low voltage systems continue so that the Condominium can benefit from the full life

expectancy of these items and avoid unwanted premature replacements or repairs.

Maintain Low Voltage Systems
Informational Item Only ..... *

Sub-Total – Low Voltage Systems
Informational Item Only ..... *

Response to November 15, 2021 *Architectural/Engineering Deficiencies Report* by the Attorney General of New York (AGNY)

§ 20.7 (a) Location and Use of Property.

- Handicapped Access: State whether the building and units are designed within the requirements of all applicable federal, state, and local codes and regulations governing accessibility to the disabled including the ADAAG standard and local law 58/87. Identify floors and unit number(s) that comply with ADA requirements. If the building is non-ADA, describe the reason and section of the code that allowed building without ADA requirements.

  On May 23, 2008, an Alteration Type 1 permit application was filed under job number 110176194 with a description of "CONVERT BUILDING TO RESIDENTIAL" with Jean-Gabriel Neukomm, RA of Stonely Pelsinski architects Neukomm (SPaN)listed as the Applicant of Record. It should be noted that the review for this project by the NYC Department of Buildings was request under the 1968 Building Code.

  As part of the analysis for this assignment, DOB Filing drawings from SPaN where provided to RAND for review, and it was found that a Local Law 58/87 Compliance (Adaptable) statement was included on drawing A002 which stated the following:

  1) *Proposed work to comply with applicable requirements of Local Law #58/87 for handicapped access.*

  2) *Proposed bathroom to comply with the applicable requirements of Local Law #58/87 and RS 4-6 4.32.4 for handicapped access, including:*

     a. *New bathroom walls to be provided with blocking, installed within the walls, making them adaptable to grab bar, handrail and shower seat attachments meeting the requirements of RS-4-6, 4.24.3.*

     b. *Fixtures to be provided with required clear floor space as per the requirement of 4.32.4.2, 4.3, 4.4, and 4.5. New fixtures to be subject to the requirements of 4.32.4 concerning dimensions and adaptability, as per attached details.*

c. *Bathroom door buck shall be provided to allow remounting of door on same frame to achieve alternative swing.*

3) *Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist, as per RS 4-6, 4.25.4.*

4) *Accessible routes to be provided between new facilities, providing a minimum of 36 inches of width along the accessible route as per RS 4-6,4.3.1, and a minimum of 32 inches of width at doorways, as per RS 4-6, 4.13.5.*

5) *Proposed kitchen to comply with the applicable requirements of Local Law #58/ 87 and RS 4-6 4.32.5 for handicapped access, including:*

a. *Clear floor space of a minimum of 30 inches by 48 inches is provided for approach to all appliances in the kitchen.*

b. *A work space of 30 inches in width will be provided with adjustable or replaceable counter variable between 28 inches and 36 inches. Base cabinets shall be removable under the full 30 inch frontage of the counter, and a clear floor space of 30 inches by 48 inches shall allow a forward approach to the counter.*

c. *A sink surrounding counter of 30 inches in width will be provided with adjustable or replaceable counter variable between 28 inches and 36 inches. Rough-in plumbing shall be located to accept connections of supply and drain pipes for sinks mounted at the height of 28 inches. Base cabinets shall be removable under the full 30 inch frontage of the counter, and a clear floor space of 30 inches by 48 inches shall allow a forward approach to the counter. At least one shelf of all cabinets and storage shelves mounted above work counters shall have a max height of 48 inches.*

Furthermore, drawing A004 delineated ADA diagrams that included the ~~following handicap access notes:~~

1) *Doors shall be capable of opening at least 90 degrees and shall be so mounted that clear width of doorway is not less than 3 2 inches.*

2) *Latching and locking doors that are hand activated and which are in a path of travel shall be operable with a single effort by a lever type hardware.*

3) *Maximum effort to operate fire ·doors shall be 15 pounds. Maximum effort to operate other interior doors shall be 5 pounds.*

4) *Floor, ramp, and tread materials shall be slip resistant.*

5) *Emergency warning systems shall activate a means of warning the hearing impaired. Flashing visual warning shall have a frequency of not more than 60 flashed a minute.*

6) *Thresholds shall be not more than l / 2" higher than adjacent floors and landings. Level change between l / 4" and l / 2" shall be beveled with slope no greater than 1:2.*

7) *Center of alarm pull boxes shall be 4'-0" a.f.f.*

Local Law 58/87 references ANSI A117.1-1986 - American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People as a Federal Code.

It should also be noted that the NYS Building Code, the Code of Federal Regulation, the ADA Accessibility Guidelines all reference A117.1, and the Chapter 11, Section 1102.1 of the New York State Building Code states that *Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and ICC A117.1.*

In view of the Local Law 58/87 compliance statement and the associated ADA diagrams and notes included on the filing DOB Filing drawings for job number 110176194, it appears that the design for this project was compliant with requirements of applicable local codes and regulations governing accessibility to the disabled. It should also be noted that the NYS Building Code, the Code of Federal Regulation, the ADA Accessibility Guidelines (ADAAG) all reference A117.1, and as such, it appears that the design for this project appears to be compliant with applicable state and federal codes and regulations governing accessibility to the disabled.

Nevertheless, a formal ADA review is not included in the scope of this Limited Building Evaluation and would be needed to determine if the design of the building and units are within the requirements of all applicable federal, state, and local codes and regulations governing accessibility to the disabled including the ADAAG standard and local law 58/87.

§ 20.7 (c) Site.

(4) Drives, sidewalks and ramps.

a. Specify if any repairs are required for paving & sidewalk.

- Disclose whether sidewalk vaults exist, are to be built or rebuilt. Comment on the structural integrity of existing sidewalk vaults that are to remain. And if so, specify dimensions within the Right-of-Way (ROW), and comment on DOT's/AHJ requirements regarding maintenance of the vault(s).

  A sidewalk vault exists at this building. There is no immediate indication of a compromised structural integrity of the sidewalk vault. However, there is a crack along sidewalk flag that contains the sidewalk hatch. This crack does not appear to be a substantial defect as defined by New York City Administrative Code Section § 19-152a. Furthermore, there is considerable corrosion along the underside of the corrugated decking for the sidewalk vault, which is reportedly being repaired. The existing sidewalk vault projects approximately 5-feet from the building line into the Right-of-Way, and the sidewalk vault runs the entire width of the building. The sidewalk vaults are considered part of the building, and as such, the Condominium will be required to maintain this part of the structure in safe condition in accordance with NYC Administrative Code §28-301.1.

b. Describe curbing condition and if any repairs required.

The existing curbing for the public sidewalk is constructed from granite and appears to be in fair condition. There are some spalled areas of the curb; however, these conditions do not appear to be trip hazards. According to NYC DOT Street Design Manual, *"DOT generally maintains this material"*. In view of this situation, repairs to the existing curbing does not appear to be required at this time.

§ 20.7 (f) Landscaping and enclosures.

4. Fencing: Describe condition if existing to remain any repairs required.

A wood lattice top fence was constructed atop the masonry garden walls along the property lines at the rear yard. This fence is currently in good condition and does not need repairs.

6. Garden walls: Describe condition if existing to remain any repairs required.

Brick masonry garden walls are provided along the property lines at the rear yard. These garden walls are currently in good condition and do not need repairs.

§ 20.7 (h) Structural system.

- Provide detailed description of structural conditions of the existing foundation walls. Describe if there is any potential danger of building structural failure or any other hazardous conditions. State if there is an immediate need of structural bracing and shoring work to be performed on the property.

  The existing foundation walls are constructed of brick masonry, which rests on concrete footings and supported by concrete underpinning. At this time, the majority of the existing foundations walls is concealed by gypsum drywall. The existing foundation walls appear to be in good conditions and at this time, there does not appear to be any potential danger of building structural failure or any other hazardous conditions. There is no immediate need of structural bracing or shoring work for this property.

- Describe the building conditions, its extents, and classify as acceptable, unacceptable, defective,unsafe or hazardous. Describe the remedy to correct these improper conditions.

  Refer to RAND's Limited Building Evaluation Report.

  The Egress fire stair from Cellar to the Roof terrace is the original wood construction enclosed interior fire stair. This interior stair appears to be in fair condition consistent with its age. Structurally stable; however, sagging conditions do exist, which should be monitored. In the event that the sagging conditions worsen, then probes would be required to determine if structural reinforcement or reconstruction of the stairs is needed.

- Foundation: Describe condition if existing to remain and if any repairs required.

  The existing foundation walls are constructed of brick masonry, which rests on concrete footings and supported by concrete underpinning. At this time, the majority of the existing foundations walls is concealed by gypsum drywall. The existing foundation walls appear to be in good conditions and no repairs are required at this time.

- Structural system: Describe if any repairs required.

  From what could be observed by RAND, the structural system of the building appeared to be in good condition; however, some repairs are required for the sidewalk vault ceiling.

- Describe any provisions made for sound insulation in the building, including impact noiseinsulation between floors and specify STC rating.

  According to the construction drawings, there is a layer of sound insulation within the flooring detail for residential floors. The walls do not contain any specific sound reduction material, but standard batt insulation provided will act as sound suppression.

  Floors: Describe typical structural system of the floors, additions since originally built and age for additions. Describe the conditions of the existing structural systems and if any repairs required, including the extent of and classification of the specific improper conditions. Describe the types of remedies needed to correct those conditions.

  According to the construction drawings, the typical flooring system for residential floors throughout the building consists of the existing wood floor boards from prior to renovations. On top of these floor boards are the plywood sub-floor, a sound control mat and then varying floor finish based on where in the building it is. The system other than the original wood floor boards was installed during the renovations in 2008-2009 making them approximately 13 years old. The flooring systems throughout the building were observed to be in good condition and no repairs are necessary at this time.

- State whether a sub-grade drainage system is provided for the foundation(s) of the building(s).

  The cellar has a duplex sewage ejector pump and tank for transferring the soil drainage and storm drainage of cellar level plumbing and rear yard to the city sewer system. This is required due to the higher elevation of the city sewage system to the drainage point of these sanitary fixtures.

  (JGNeukomm Condominium Description Document)

- Describe the method of waterproofing for the foundation walls & floor slab and any repairsrequired.

  Design drawings provided for the previous renovations to the building do not provide any indication of waterproofing for the foundation

walls and floor slab. These areas of the building were observed to be in good condition and no repairs are necessary at this time.

- In accordance with Local Law 11 of 1998, known as "Facade Inspection Safety Program" (FISP), include the entire report of the most recent inspection in the offering plan.

The latest FISP Report will be included.

(1) Exterior of buildings:

(i) Walls:

- Describe fire-rating of exterior and interior walls.

Exterior wall separation 3'-0" or less (Bearing Wall) – 2 hours

Exterior wall separation 3'-0" or more (Non-Bearing Wall) – 2 hours

Stair Enclosures – 2 hours

Columns, Girders, Trusses – 1 hour

Floor Constructions Including Beams – 1 hour

Roof Construction Including Beams, Trusses and Framing, Roof Decks, Etc. – ¾ hour

Fire Separation Between Apartments [AS PER 27-341 (A)] – 2 hours

- Describe insulating (R) value for each type of exterior wall.

(ii) Windows:

- Describe the types of lintels (existing or new). Describe conditions and if any repairs required.

The building windows include brick lintels. These lintels appeared to be in good condition and no repairs are necessary at this time

- State manufacturer's warranty. State the commencement date (mm/yyyy) of the warranty and when warranty will be expired.

- Describe the condition and approximate age of the widows, and any repairs required.

The windows were installed during the renovations in 2008-2009. The normal useful life expectancy of windows of this type is generally 25 years. The windows appear to be in good condition and no repairs are necessary at this time.

- Lot line windows: Indicate whether lot line windows exist and describe any potential future problems. List the units that are affected by lot line windows, state the number of lot line windowsin each unit, and indicate lot line windows and their respective dimensions on unit floor plans.

- State lot line windows must meet certain requirements including being built of a shatter-resistant type of glass and being provided with a protective sprinkler head. Additionally, disclose such windows may not be counted toward the mandatory light and ventilation requirements. Disclose all lot line windows are fully compliant with all applicable building codes and regulations. Disclose how all the habitable and occupiable spaces within Dwelling Units meet the light and ventilation requirements without taking those lot line windows into account.

- Describe the thermal break system for windows or storefronts.

No.	Location	Manufacturer	Model	Thermal Break
1	South (Street) Elevation	Marvin	Ultimate Wood Double Hung	Vinyl Sill Thermal Break Part V2191
2	North (Rear) Elevation	Marvin	Ultimate Clad Double Hung	Vinyl Sill Thermal Break Part V2191
3	North (Rear) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.

4	North (Rear) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.
5	North (Rear) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.
6	South (Street) Elevation	Vistawall	WP Series Fixed, Single Pane Store-Front	No information is available for this product.
7	South (P/House) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.
8	South (P/House) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.
9	North (P/House) Elevation	Bliss-Cashier	P 4000 Series Steel Windows/Doors	No Thermal Break indicated in the specification or details currently available from Bliss Nor-AM for Prestige 4000 windows.

(3) Chimneys and caps:

- Specify condition if existing to remain and if any repairs required.

New bathroom, kitchen, and laundry exhaust vents were provided in 2009, with new central fan systems and steel exhaust ducts that terminate above the penthouse roof. The gas boiler has an 8" diameter steel, Class B flue. All flues terminate in accordance with the NYC Building Code above the roof of the Building and away from any adjacent taller buildings.

(JGNeukomm Condominium Description Document)

These flues appeared to be in good condition and no repairs are necessary at this time.

(4) Balconies, decks and terraces:

(i) Deck finish: Specify condition if existing to remain and any repairs required.

a. Decking on roof terrace is concrete pavers on pedestals over cold applied membrane roofing system.
b. Balustrade is steel tube sections attached to parapet.
c. Railings are steel tube sections attached to parapet with steel channel as top rail.
d. Copings are cast stone.
e. No soffits.
f. Doors are hollow metal in two stair exit locations, and extruded steel and glass swing doors and fixed panels in all other locations. All terrace doors are out-swing, manufactured by Bliss Nor-Am Doors and Windows, Ltd.

(JGNeukomm Condominium Description Document)

The finishes of the items described above appeared to be in good condition and no repairs are necessary at this time.

- Clarify if terrace roof pavers or deck material are accepted by the roof manufacturer to retain theroof warranty and if it will withstand daily foot traffic, including the finish.

(iii) Railings: Describe condition and any repairs required, including painting.

There is an OSHA guard rail near the south edge of the roof above the Penthouse, which appears to be compliant with standard 29CFR 1910.29 Figure D.11. This railing appears to be in good condition and there are no repairs required at this time.

- State whether the railing design creates a "ladder effect." and if so, describe protections.

  The OSHA guard rail near the south edge of the roof above the Penthouse is constructed with horizontal rails that results in a ladder effect; the protections provided for this situation is that there is no immediate access to the roof above the Penthouse. In other words, there is no fixed ladder along the side of the Penthouse or similar item that would allow an unauthorized person to access the roof above the Penthouse. The roof above the Penthouse is not accessible to the public or building occupants, it is intended that only building maintenance personnel, trained workers, and authorized personnel be allowed to access this area.

(vi) Doors to balconies and terraces: Describe doors to balconies and terraces thermal break, condition and any repairs required. State whether a thermal break system is provided.

No.	Location	Manufacturer	Model	Thermal Break
16	BED RM. 2 | GARDEN	BLISS NOR-AM	CUSTOM STEEL & GLASS DOOR	UNKNOWN (We research the sill detail for the Hollow metal bi-fold door available on-line from the Bliss Nor-Am website and this detail did not include a thermal break

17	M. BED RM. | GARDEN	BLISS NOR-AM	CUSTOM STEEL & GLASS DOOR	UNKNOWN (We research the sill detail for the Hollow metal bi-fold door available on-line from the Bliss Nor-Am website and this detail did not include a thermal break
50	STAIR (6.05) | TERRACE (7.30)	N/A	HOLLOW METAL	UNKNOWN (Hollow metal door frames typically don't have a thermal break)
51	VESTIBULE (7.01) | M. BEDROOM (7.02_	BLISS NOR-AM	CUSTOM STEEL & GLASS DOOR & SIDE LITE	UNKNOWN (We research the sill detail for the Hollow metal bi-fold door available on-line from the Bliss Nor-Am website and this detail did not include a thermal break
56	M. BEDROOM (7.02) | VERANDA (7.40)	BLISS NOR-AM	CUSTOM STEEL & GLASS DOOR	UNKNOWN (We research the sill detail for the Hollow metal bi-fold door available on-line from the Bliss Nor-Am website and this detail did not include a thermal break
57	M. BEDROOM (7.02) | VERANDA (7.40)	BLISS NOR-AM	CUSTOM STEEL & GLASS DOOR	UNKNOWN (We research the sill detail for the Hollow metal bi-fold door available on-line from the Bliss Nor-Am website and this detail did not include a thermal break

58	FIRE STAIR (0.08) | TERRACE (7.30)	N/A	HOLLOW METAL	UNKNOWN (Hollow metal door frames typically don't have a thermal break)

(5) Exterior entrances:

- Exterior doors and frames: Describe condition if existing to remain and approximate age of the exterior doors, and any repairs required. Describe the thermal break system for doors or storefronts.

  The condition of the existing exterior doors and frames to remain is good. The approximate age of these doors is approximately 10 years old as these items appear to have been installed as part of the previous renovation project. No repairs to these doors appear to be required at this time. There are no known thermal break system for the exterior doors or storefronts.

(7) Roof and roof structures:

- Clarify whether a roof component is new or existing. Clarify when 'existing to remain' componentsare to be 'as is', to be 'repaired', to be 'modified' or to be 'replaced'. Describe the building conditions, its extents, and classify as acceptable, unacceptable, defective, unsafe or hazardous. Describe the remedy to correct these improper conditions.

- Describe age of roof, anticipated remaining life expectancy (replacement) in years and any repairs/ replacement required.

(i) type of roofs for all areas:

(c) Surface finish: Clarify if the finish is appropriate for daily foot traffic.

(d) Bond or guarantee:

According to the Offering Plan, "Bond or guarantee: 20-year warranty, beginning in 2009"

The bond promised in the Offering Plan is a 20-year warranty starting its lifespan in 2009. The warranty will end in 2029. This warranty is not mentioned to be a No-Dollar Limit (NDL) warranty.

- Will 20 years manufacturer's warranty be for materials and labor? If not, specify if the bond, guarantee, or warranty is issued by the manufacturer and/or installer, its term (material, labor etc.).

  The roof warranty is a limited warranty and not an NDL.

(e) Flashing materials including counter flashing: Specify condition if existing to remain, any repairs / replacement required and anticipated remaining life expectancy.

The flashings at the roof level appeared to be in good condition and no repairs are necessary at this time.

(ii) Drains:

- Describe condition if existing to remain, and if any repairs / replacement required.

  The drains throughout the interior and exterior of the building appeared to be in good condition and no repairs are needed at this time.

- Where roof terrace drains are above Residential Units, describe roof drainage back-up and/or leak management systems (including secondary overflow drains, scuppers, drip pans below the drains, and/or leak detection) addressing the possibility of leaks that would then cause damage to Residential Unit below terrace. Explain what procedure is in place to determine who is liable for the leak damage to a Residential Unit, who is responsible for maintaining the drains, how the damage shall be repaired and how the leak issues shall be adequately resolved.

(iii) Skylights: Describe skylights dimension, model and manufacturer. Specify condition if existing toremain and any repairs / replacement required.

According to the construction drawings, the skylight that is atop the stair bulkhead is the original from before the renovations of 2008-2009. The skylight was observed to be in good condition with just slight rust accumulation on the metal protection cage. No repairs are necessary at this time.

(iv) Bulkheads: Describe bulkheads. Specify condition if existing to remain and any repairs / replacementrequired.

The building is provided with two(2) bulkheads, which entail a stair bulkhead and an elevator machine room bulkhead. These bulkheads are constructed of masonry with a painted cementitious coating along the exterior that is consistent with the Penthouse. The bulkheads appear to be in good condition and no repairs or replacements appear to be required at this time.

(v) Describe metal work at roof levels. Specify condition if existing to remain and any repairs /replacement required.

- If paint is peeling and metal bare, describe rust condition and remedy to correct.

(9) Yard and courts.

(i) Paving: Describe paving condition if existing to remain and any repairs required.

The paving throughout the building's yards and courts appeared to be in good condition and no repairs are necessary at this time.

(ii) Drainage: Describe drainage condition if existing to remain and any repairs required.

The drains throughout the building's yards and courts appeared to be in good condition and no repairs are necessary at this time.

(v) Fencing: Describe condition if existing to remain and any repairs required.

The fencing throughout the building's yards and courts appeared to be in good condition and no repairs are necessary at this time.

(vi) Walls: Describe condition if existing to remain and any repairs required. Describe structuralintegrity of retaining walls.

The walls throughout the building's yards and courts appeared to be in good condition and no repairs are necessary at this time.

(10) Interior stairs:

- Describe condition if existing to remain and any repairs required.

  The Egress fire stair from Cellar to the Roof terrace is the original wood construction enclosed interior fire stair. This interior stair appears to be in fair condition consistent with its age. Structurally stable; however, sagging conditions do exist, which should be monitored. In the event that the sagging conditions worsen, then probes would be required to determine if structural reinforcement or reconstruction of the stairs is needed.

(11) Interior doors and frames:

- Describe the condition if existing to remain of the doors & frames, and any repairs required.

  All interior doors and frames were replaced as part of the previous renovation projects. These items are currently in good condition and no repairs are required.

(12) Elevators:

- Clarify whether an elevator is new or existing. Clarify when 'existing to remain' components areto be 'as is', to be 'repaired', to be 'modified' or to be 'replaced'. Describe the building conditions, its extents, and classify as acceptable, unacceptable, defective, unsafe or hazardous. Describe theremedy to correct these improper conditions.

  The building contains one (1) passenger elevator manufactured by Staley that includes a capacity of 2500 pounds. This elevator services the cellar through 6th floor for a total of 7 stops. Machinery for this elevator is located within the elevator machine room within a bulkhead. This elevator was not present during the original construction of the building. This elevator shaft and entire elevator assembly was constructed during the 2008-2009 rehabilitation of the building, and as such, the existing elevator systems appear to have been in service for slightly more than ten years. The elevator system appeared to be in good to fair condition.

- Describe approximate age, approximate remaining useful life, and warranty will be expired of theelevator. Specify condition if existing to remain and any repairs required.

  Elevator systems of this type typically have a useful life expectancy of approximately 35-years, so an upgrade of this elevator should not be needed for approximately 25 years.

(13) Elevator cabs:

- Clarify whether an elevator cab is new or existing. Clarify when 'existing to remain' components are to be 'as is', to be 'repaired', to be 'modified' or to be 'replaced'. Describe the building conditions, its extents, and classify as acceptable, unacceptable, defective, unsafe or hazardous. Describe the remedy to correct these improper conditions.

  The elevator assembly, including the cab, was constructed during the 2008-2009 rehabilitation of the building, and as such, the existing elevator systems appear to have been in service for slightly more than ten years. The elevator system appeared to be in good to fair condition.

- Describe model, manufacturer, approximate age, approximate remaining useful life, when installedand warranty will be expired of the elevator cab. Specify condition if existing to remain and any repairs required.

  The elevator cab for the building manufactured by Staley was constructed in 2008-2009, meaning that it is now about 13 years old. With an approximate useful life of 35 years, an upgrade of this elevator cab should not be needed for approximately 25 years.

§ 20.7 (i) Auxiliary facilities.

(2) Refuse disposal:

- Specify condition if existing to remain and any repairs / replacement required.

  The building's trash room is maintained by the building personnel who collect refuse and recyclables located at the cellar level of the building. Refuse will be monitored and maintained by building personnel be deposited on the curbside for NYC Department of Sanitation.

§ 20.7 (j) Plumbing and drainage.

(1) Water supply.

- State material(s) for all services piping.

  Hot and cold water are piped through copper piping. Gas service is provided through schedule 40 black steel piping.

- Specify location for main shut-off valve.

  The main shut-off valve is located in the cellar-level water service room.

(2) Fire protection system,

- Specify condition of the sprinkler system and any repairs / replacement required.

  The sprinkler system is in good-to-fair condition. No repairs or replacements are needed at this time.

(4) Water pressure and how maintained: Specify manufacturer, model, condition & warranty for boosterpumps.

Water pressure is maintained through two SyncroFlo booster pumps, model number 55A5. The booster pumps are in good-to-fair condition.

(5) Sanitary sewage system:

- Describe sewage pumps: Specify model, manufacturer, warranty, condition and approximate ageof the sewer ejector pump.

(7) Storm drainage system:

- Specify eject or sump pumps: Specify model, manufacturer, warranty, condition and approximateage of the eject or sump pumps.

§ 20.7 (k) Heating.

- Hot water Heater for residential units: Describe/specify manufacturer, model, warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warranty will be expired of the hot water heaters. Specify condition if existing to remain and any repairsrequired.

  Domestic hot water for the residential units is produced by an atmospheric commercial grade gas-fired water heater manufactured by A.O.Smith, model number BTR 198-118, and has a heat input of 119,000 BTU/hr, a recovery of 192.87 gallons per hour, and a building date 11/3/2015. This water heater is connected to an A.O. Smith Storage Tank model# TJV-120A, which has a capacity of 119 gallons. The water heater was provided with a 3-Year Limited Tank warranty that expired on November 2, 2018, and a 1-Year Limited Parts Warranty that expired on November 2, 2016. The water storage tank

was apparently not provided with a manufacturer's warranty. Both the water heater and the hot water storage tank are listed as being compliant with ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings), and the manufacture's specifications for the water heater states that it "*Meets the thermal efficiency and standby loss requirements of the U. S. Department of Energy and current edition of ASHRAE/IESNA 90.1*", which is as follows:

Water-Heating Equipment: Performance Requirements			
Equipment Type	**Size Category (Input)**	**Subcategory or Rating Condition**	**Performance Required**
Gas storage water heaters	>75,000 Btu/h	>100 gal and ≤140 gal	TE ≥0.94 or EF ≥0.93 and SL ≤0.84 * [(input rate/800) + 100√volume)] Btu/h
[a] Energy factor (EF) is an efficiency ratio of the energy supplied in heater water divided by the energy input to the water heater. SL is the standby loss			

According to the Estimated Useful Life Table published by HUD, gas residential water heaters have an estimated useful life of approximately 12 to 15 years, and domestic hot water storage tanks have an estimated useful life of approximately 15 years. Due to the fact that this equipment was installed circa 2016, it is approximately 6-years old, and as such, the approximate remaining useful life for the water heater is estimated to be 6 to 9 years, and the approximate remaining useful life for the domestic hot water storage tank is estimated to be 9 years. At this time, the domestic hot water system appears to be in good condition and there appears to be no repairs required.

- Hot water Heater for non-residential units: Describe/specify manufacturer, model, capacity, warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warranty will be expired of the hot water heaters. Specify condition if existing to remain and any repairs required.

Domestic hot water for the commercial unit is produced by electric tankless hot water heaters located at the point of use manufactured by Eemax, model number SP4208. They have an electric input of 4.1kW and 19.7A, and are rated to produce a rise of 56 °F at 0.5 GPM. They have an energy efficiency rating of 99% and a Uniform Energy Factor of 0.98. The water heaters are provided with a 5-Year Full Factory warranty and a 1-Year Parts warranty. The water heaters appear to be being compliant with the requirements set by ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings), which are as follows:

Water-Heating Equipment: Performance Requirements			
Equipment Type	**Size Category (Input)**	**Subcategory or Rating Condition**	**Performance Required**
Electric Instantaneous Water Heaters	<12kW	≥4000 Btu/h/gal <2 gal	Uniform Energy Factor>0.91

According to the Estimated Useful Life Table published by HUD, electric external tankless water heaters have an estimated useful life of approximately 20 years. The commercial water heaters are estimated to have been installed circa 2009, and as such, they are approximately 13 years old, making their approximate remaining useful life estimated to be 7 years. At this time, the commercial hot water system appears to be in good condition and there appears to be no repairs required.

- Heating system for residential units: Describe/specify warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warranty will be expired of the heating system. Specify condition if existing to remain and any repairs required.

  Heating in the residential units is provided by hot water through space radiators. The hot water is created in a gas-fired boiler manufactured by Burnham, model number IN10, has a water volume of 23.2 gallons, a rated capacity of 315 cubic feet/hour, a heating capacity of 315,000 BTU/h, and an energy efficiency rating of 83.5%. The heating system is designed to maintain an internal temperature of 70 ºF during an outdoor temperature of 13 ºF. The boiler is warrantied for the first year of installation that expired in 2010, the cast iron section assembly of the boiler is warrantied for the second through tenth years after installation which expired in 2019, the cast iron sections are warrantied against temperature-induced chloride activated graphitic corrosion for the first five years after installation which expired in 2014, and the cast iron and steel nipples are warrantied for the lifetime of the boiler. The gas burner is manufactured by Integral. The cellar level of Unit 1 is additionally heated through a Viega radiant floor heating with a maximum operating temperature of 180 ºF utilizing hot water provided by a Carrier 48VL-0360603 RTU. The Carrier unit has a heating capacity of 90,000 Btu/h. The heating system for residential units is in good-to-fair condition and does not require any repairs at this time.

  The boiler appears to be being compliant with the requirements set by ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings), which are as follows:

Water-Heating Equipment: Performance Requirements			
Equipment Type	**Size Category (Input)**	**Subcategory or Rating Condition**	**Performance Required**
Hot-water supply boilers, gas	≥300,000 Btu/h and <12,500,000 Btu/h	≥4000 Btu/h/gal ≥10 gal	80% E_t SL ≤ (Q/800 + 100√V), Btu/h

According to the Estimated Useful Life Table published by HUD, gas-fired boilers have an estimated useful life of approximately 30 years. Being installed circa 2009, the boiler is approximately 13 years old, and as such, the approximate remaining useful life for the boiler is 17 years. At this time, the residential heating system appears to be in good condition and there appears to be no repairs required.

- Heating system for non-residential units: Describe/specify manufacturer, model, capacity, warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warranty will be expired of the heating system. Specify condition if existing to remain and any repairs required.

  Heating in the lobby, cellar vestibule, and stair hall is provided by cabinet unit heaters which are manufactured by Sterling, are model number RW-1120, have a water capacity of 1.5 GPM, and have an air heating capacity of 15.0 MBH. The cabinet unit heaters are supplied with hot water by the Burnham boiler. The cabinet heaters are warrantied against defects from one year after shipment. The cabinet heaters are estimated to have been installed in 2009, and with an estimated useful life expectancy of 25 years it is estimated that the remaining life expectancy for the cabinet water heaters is 12 years. The heating system for non-residential units is in good-to-fair condition and does not require any repairs at this time.

  - If heating system as described has a useful life of less than 5 years, disclose as Specific Risk.

    ~~The heating system does not have a useful life of less than 5 years.~~

  - Specify type of controls (thermostat) for each Unit if individual rooms or zoned.

    Each unit is equipped with an AprilAire 8570 thermostat to control the heating and cooling systems for the unit.

- Specify radiators, piping, insulation, valves, and pumps. Specify condition if existing to remain and any repairs required.

  The hot water circulation pumps are Taco in-line pumps model number 1615. The pumps have a capacity of 0.5 hp and 14 GPM, and have an electrical input of 115V and 0.71A. Hot and cold water is piped through copper piping. Piping insulation is 1" pre-formed sectional insulation with a vapor barrier jacket.

§ 20.7 (m) Air conditioning.

- Air conditioning for residential units: Describe/specify model, warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warrantywill be expired. Specify condition if existing to remain and any repairs required.

  Air conditioning is provided by Carrier condensing units model numbers 24APA5-24 and Carrier air handling units model number FV4BNF-002. They were installed in 2009, and with a useful life expectancy of 20 years they have an approximate remaining life of 7 years.

- Air conditioning for non-residential units: Describe/specify manufacturer, model, capacity, warranty and energy efficiency rating. Describe approximate age, approximate remaining useful life, when installed and warranty will be expired. Specify condition if existing to remain and any repairs required.

- If air conditioning as described has a useful life of less than 5 years, disclose as Specific Risk.

- Specify insulation for air distribution ducts (type, thickness, material, and R-value).

  Air ducts are insulated with R-5 fiberglass insulation.

- Specify whether exterior metals, including fasteners, are corrosion resistant. If rooftop equipment is present, specify measures that are to be implemented to prevent equipment vibration and noise from reverberating in the apartments below.

  All exterior metals are designed to be corrosion resistant.

- Specify the insulation for piping.

  Domestic hot- and cold-water piping is insulated with 1" pre-formed sectional insulation with vapor barrier jacket.

§ 20.7 (n) Ventilation.

- Describe bathroom and kitchen condition, approximate age and any repairs required.

  The residential bathrooms and kitchens are in good-to-fair condition. No repairs are required at this time.

- Describe the ventilation system for unit 1 at the cellar. Does this meet code and adequacy?

  Mechanical ventilation in cellar-level section of Unit 1 is achieved through single exhaust duct risers in each bathroom that is ventilated by Greenheck GB roof-mounted exhaust fans. Additionally, the rear doors and windows in Unit 1 in the cellar provide sufficient natural ventilation to meet code requirements. The total ventilation system for the cellar area of Unit 1 is adequate and meets code.

- Specify the noise emission rating for mechanical ventilation.

  Mechanical ventilation is achieved in the building by rooftop Greenheck exhaust fans of models G and GB, with a maximum noise rating of 7.6 sones.

§ 20.7 (o) Electrical system.

- Specify wire material (copper, aluminum).

  In 2009, BX cables were installed in the building, which are copper wires encased in aluminum coating.

- Include provisions for electricity supply during outages, such as the presence of a generator. If applicable, state generator type, model, manufacturer, capacity, location and its operating time during power failure and equipment that will be operate during power failure. If there is no generator provided, so state.

  This building does not possess an emergency generator.

§ 20.7 (p) Intercommunication and/or door signal systems, security closed circuit TV.

- Describe the condition of the intercom, and any repairs required.

- State manufacturer(s), model number(s), and warranties for intercom, and/or any other securitysystems (CCTV).). State if there is no CCTV in the building.

  The intercom system is manufactured by Siedle. There is no CCTV system in this building.

§ 20.7 (q) Public area lighting.

- State whether public area lighting complies with all applicable codes.

  Public area lighting complies with all applicable codes.

- State manufacturer(s) and model number(s) for all public area lighting.

  Public area lighting is provided by model numbers BL3RE-S-35W-E-120-B1302-W-WH, B4-B402-W-W4, BL20N-E-50W-E-120-B1202-W-WH, and B4-B437-W-WH, B4-B461-W-WH down lights produced by Elite Lighting USA. It is also provided by model numbers TC154UNY and AST254H5U fluorescent lights manufactured by Lamar Lighting Company, Inc., 617232A manufactured by Crownlite MFG. Corp., and T2S213 fluorescent lights produced by Alkco. Public areas use model numbers M3468, 2775-2G and M3824 ceiling light fixtures produced by YLighting.

§ 20.7 (w) Unit information.

- Kitchen and laundry equipment: Specify condition if existing to remain, any repairs required and approximate age of the kitchen and laundry equipment. If any are in poor condition, describe the remedy to correct and which Units.

  The kitchen and laundry equipment are being provided with new appliances for the all the units. The kitchen is furnished with all new appliances for the dishwasher, cooktop, refrigerator and freezer, oven, and microwave. The sink is a stainless steel, undermount single bowl and the faucet is a polish chrome single-hole w/ integrated spray. New kitchen appliances typically have a life expectancy of around 10 years if properly maintained monitored regularly.

  The dishwasher is the Miele Optima Series Dishwasher Model #G2470SCVi. Within the User Manual it suggests regularly monitored and cleaning of the dishwasher approximately every 4-6 months to avoid faults and problems.

The cooktop is (2) Miele Gas Cooktop Model #KM404. Within the User Manual it suggests that pressurized steam could cause permanent damage to the surface and to components for which the manufacturer cannot accept responsibility. In addition, it states that all repairs should be performed by a trained technician in strict accordance with national and local codes. Any repairs or maintenance performed by unqualified personnel could be dangerous.

The oven is a Miele Oven Model #H4881BP. The User Manual states not to use abrasive cleaning agents, hard brushes, metal scouring pads, steel wool, knives or other abrasive materials. Each component of the oven model should be maintained with different standards of care and should be referenced in the User Manual.

The Refrigerator and Freezer Unit is a Subzero Model #700TC. The User Manual that's that for residential use the company provides a full five (5) year sealed system warranty. This five year begins from the date of the original installation and covers all parts and labor to repair or replace any components that prove to be defective in materials or workmanship in the sealed system. The sealed system consists of the compressor, condenser, evaporator, drier and all connecting tubing.

For two (2) years from the date of original installation, the warranty covers all parts and labor to repair or replace any part of the product, that proves to be defective in materials or workmanship.

From the sixth (6) through the twelfth (12) year from the date of original installation, the warranty covers all parts that prove to bed effective in materials or workmanship in sealed system (parts only). The sealed system consists of the compressor, condenser, evaporator, drier, and all connecting tubing.

The microwave unit is Sharp Model #R1514 and is provided with a consumer limited warranty for the product. The warranty states that one (1) year parts and labor in-home service. The warranty period continues for an additional six (6) years, for a total of seven (7) years, with respect to the magnetron tube in the Product for parts only. Labor and the servicer trip charge are not provided free of charge for this additional period.

All units are furnished with a new Bosch Washer and Dryer. The Washer Model #WAS2016OUC and the Dryer Model #WTE863000US is provided with one (1) year full limited warranty from the date of installation. This warranty states that Bosch will repair or replace, free of charge, any component part that proves defective under conditions of normal home use, labor and shipping

costs included. Warranty repair service must be performed by an authorized Bosch Service Center (excluded cosmetic parts). In addition, Bosch has included multiple two (2) year limited warranties for the parts, electronics, and motor for the washer. These warranties state that Bosch will provide replacement parts including the microprocessor or printed circuit board and any motor or component part of the motor, free of charge, for any component part that proves defective under conditions of normal home use, shipping costs included, labor charges excluded.

It should be noted that kitchen appliances have a limited warranty and the terms and conditions should be understood in order to monitor the area for a potential instance that could void this warranty.

- Kitchen countertops and cabinets: Specify condition if existing to remain, any repairs required andapproximate age of the countertops & cabinets. If any are in poor condition, describe the remedy to correct and which Units.

  The kitchen countertops and cabinets are all newly renovated which the countertops being made of stone, the backsplash constructed of ceramic tile, and the upper and lower cabinets of shop-painted wood. There were no specifics of the materials utilized for any of these surfaces; however, a guide to care for tiles was provided which include ceramic porcelain tiles and mosa tiles.

- Bathroom fixtures: Specify condition if existing to remain, any repairs required and approximate age of the bathroom fixtures. If any are in poor condition, describe the remedy to correct and which Units.

  During RAND's walkthrough of the building, the bathroom fixtures were not completed and the finishes were not installed; however, it was noticed that there were multiple typologies of bathrooms that can be found within each of the units. They can be separated into Master Bathroom, Bathroom #2, Bathroom #3, and Powder Room. Generally, these typologies of bathrooms share the same appliances as well as fixtures. It is fair to upon substantial completion, if the appliances differ from the Offering Plan that the installed appliance will be of similar standard to the one stated in the Offering Plan. Typically, a bathroom enclosure has a life expectancy of 50 years dependent on the maintenance provided for this area. Maintenance includes monitoring caulking which typically begins deteriorating around 5-10 years and should monitored for any visible mold or mildew present along these joints. Furnishings like faucets and shower doors can have a life expectancy of 15-20 years with proper maintenance.

  The Master Bathroom typology for each of the units is fitted with a set number of furnishings. This includes a lavatory, lavatory faucet,

water closet, tub, tub controls & sprout, shower head, shower controls, and vanity. The walls are constructed with 5/8" water resistant sheetrock painted with door-height ceramic tile and the ceilings are 5/8" hung sheetrock, and the floors are constructed with ceramic tile. The lavatory unit model Wetstyle Cube VC-484 undermount trough with two (2) drains/traps. These lavatories are furnished with two (2) faucets model AFNY Minimal #MIN-100A three-hole faucet. The tub is model Duravit Happy D #70001500. The model of the controls are AFNY Minimal #MIN1230 deck-mounted roman tub set w/ handheld shower. The shower head model is Hansgrohe Raindance #27476XX1 with the controls being AFNY Minimal #TMV-07-1S-OMBG. The shower space is differentiated from the rest of the bathroom with the use of ceramic tile along the floor and walls.

The Bathroom #2 Typology for each of the units include the same furnishings as the Master Bathroom typology with the difference being in the different brand of furnishes utilized. The lavatory is model Kohler Kathryn #K-2297 with an undermount and custom vanity base. The lavatory faucet is a AFNY Minimal #MIN-100A three-hole faucet. The water closet is a Toto Carolina #MS884114, with a seat. The tub is a Duravit Happy D #70001500 with a built in tub with the tub spout utilizing an AFNY Minimal #1520. The Shower head is a Hansgrohe Raindance #2746XX1 and the shower controls are AFNY Minimal #TMV-07-1D-OMBG. The surfaces, such as the walls, ceilings and vanity, are all similar to the Master Bathroom Typology. It should be noted that Unit 6 does not have Bathroom #3 Typology, but rather was furnished with two (2) Bathroom #2 models.

The Bathroom #3 Typology does not include a tub and respective tub controls as the Master Bathroom and Bathroom 2. The lavatory is a Duravit Vero #45450 5000301. The faucet utilized is a AFNY Minimal #MIN-100A three-hole faucet. The water closet is a Toto Carolina #MS884114 with seat. The shower head is a Hansgrohe Raindance #27476XX1 and the controls are the AFNY Minimal #TMV-07-1S-OMBG. The vanity, contrary to the other Bathroom typologies, is specified as a Duravit Fogo #9553 cabinet base w/ Macassar finish. The surfaces, such as the walls and ceilings, are all similar to the Master Bathroom Typology.

The last Bathroom Typology is the Powder Room. This typology is only in Unit 1 and Unit 6 of the building and contains the least number of furnishings. The lavatory is a Duravit Vero #45450 5000301 and the faucet utilized is the AFNY Minimal #MIN-100A three-hole faucet. The water closet is a Toto Carolina #MS884114 with seat. The vanity included is the Duravit Fogo #9553 cabinet base w/ Macassar finish. The surfaces, such as the walls, ceilings and vanity, are all similar to the Master Bathroom Typology.

- If wood floors are present, specify the wood species, grade, finish, thickness, and underlayment. Ifmanufactured, state manufacturer, model, and warranty. State condition of floor finishes, approximate age and any repairs required. If any are in poor condition, describe the remedy to correct and which Units.

  Wood Flooring is present within the building and it furnished by ASI Flooring. Each of the units utilize a variety of different types of wood; however, the manufacturer of the wood is from ASI Flooring. The produce specifications include that the floors are from the European Hardwood Collection. From this collection, the floors can vary from Oak, Ash, and Walnut species of the wood. The floor system has a standard of 9/16" inches thick; however, can be special ordered at 3/8" & 3/4" in wanted. The width of each board is 7.44" Standard and the Length can either be 72" and 36" standard. The finish of the hardwood is an oil finish with low VOC sealers. The Hardwood Flooring was installed in 2009 and should be monitored to maintenance the 100 year lifetime expectancy that Hardwood provides.

- For walls and ceilings, specify a primer and the grade and number of finished coats of paint. State condition of wall finishes, approximate age and any repairs required. If any are in poor condition,describe the remedy to correct and which Units.

§ 20.7 (x) Finish schedule of spaces other than units.

- Describe the condition if existing to remain of the finishes in the common spaces, and any repairs required.

Please be aware that this survey was based solely upon visual observation of visible portions of the building structure and the central systems. No wall, floor, ceiling, or structural elements were removed, nor were any appliances tested, and no testing was conducted for potential hazards such as asbestos, lead or termites. Therefore, items not detectable by visual observation alone are excluded. Furthermore, the intent of this survey was to provide a general overview of existing conditions; it should not be construed as an exhaustive study.

If you have any questions, or if I can be of any further assistance in this matter, please do not hesitate to call. Thank you for the opportunity to be of service.

Sincerely,
RAND Engineering & Architecture, DPC

JRE:bh:sp:ma:mmi

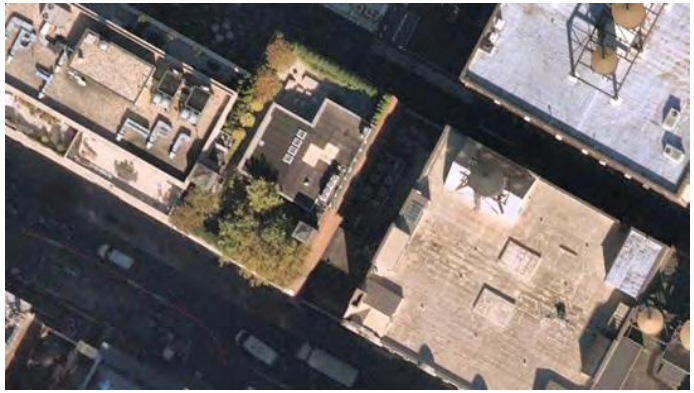
Jamey R. Ehrman, PE
Senior Engineer

Encls.

S220101



Appendix A: Photographic Supplement



1-1. Vertical View from NearMap.



1-2. Overview of PH Bulkhead.



1-3. Overall view of PH Bulkhead from March 18th Sitework.



1-4. Overview of Residential Roof.



1-5. Overview of panel wall system utilized for Mechanical Area.



1-6. Overview of planters located on rooftop.



1-7. Overview of Rooftop Grill.



1-8. Overview of Bulkhead Roof Level.



1-9. Observed Standing Water on bulkhead roof.



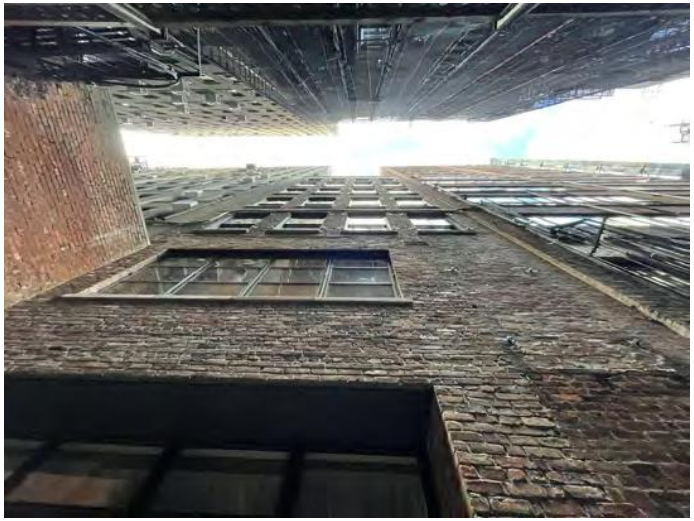
1-10. Bulkhead roof level from March 18th, sitework.



1-11. Coping Installation for bulkhead level on March 24th.



2-1. Overview of Front Facade



2-2. Overall View of Rear Facade.



2-3. Overview of PH terrace door.



3-1. Overview of Site Exterior.



3-2. Overview of Commerical Entrance.



3-3. Overview of Residential Entrance.



3-4. Overview of Rear Yard.



4-1. Overview of Passenger Elevator.



4-2. Overview of Resident Corridor.



4-3. Overview of Residential Package Area.



4-4. Observed Corrosion located in Cellar Level near Water Main from March 18th Sitework.



4-5. Observed Corrosion located in Cellar Level in Electrical Roomfrom March 18th Sitework.



4-6. Overivew of Fire Egress Staircase.



4-7. Cap is missing from the newel post along the intermediate landing between the 2nd and 3rd floor of the fire stair.



4-8. Local repair is needed for the finished surface of the underside of a section of stair between the ground floor and the second floor and adjacent wall.



4-9. Local repair is needed for the finished surface of the underside of a section of stair between the second floor and the third floor.



4-10. Local repair is needed for the finished surface of the underside of a section of stair between the sixth floor and the roof level.



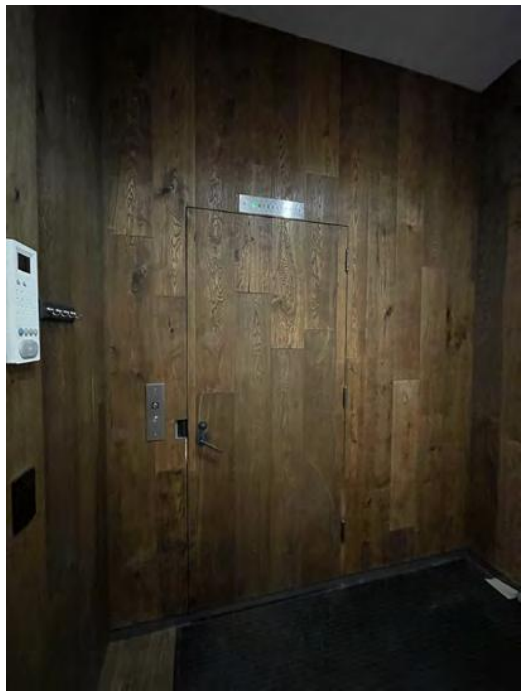
4-11. Local repair is needed for the finished surface of the underside of a section of stair between the sixth floor and the roof level.



4-12. Fire stair door at the 6th floor was missing the latch for the door knob.



4-13. Observed Bulkhead Level Skylight from March 18th Sitework.



4-14. Overview of Elevator Door from Unit.



4-15. Observed Kitchen Finishes from March 18th Sitework.



4-16. Observed Bathroom Finishes from March 18th Sitework.



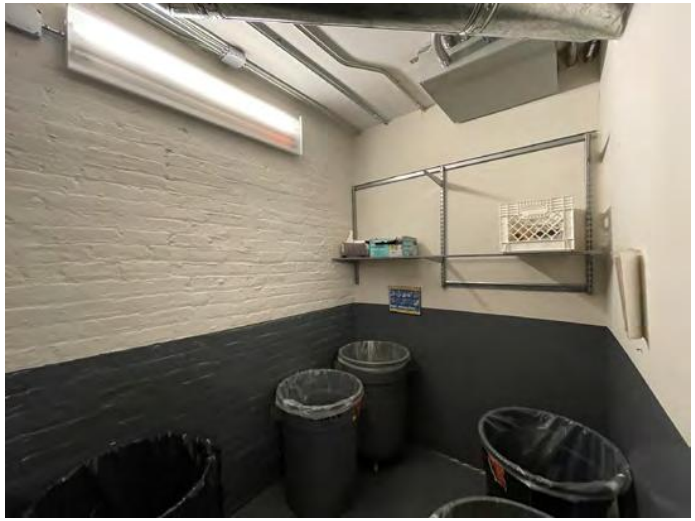
4-17. Observed Bathroom Finishes from March 18th Sitework.



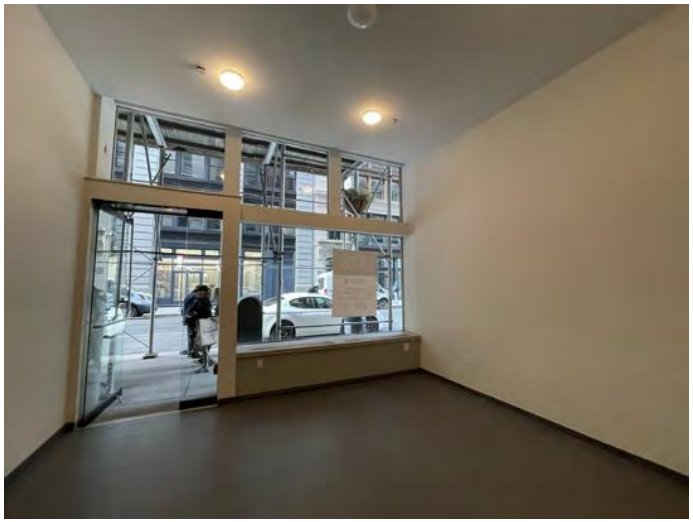
4-18. Overview of Unit Laundry Area. (typ.)



4-19. Overview of Unit Alarm System and Thermostat. (typ.)



4-20. Overview of Residential Trash and Recycling Room.



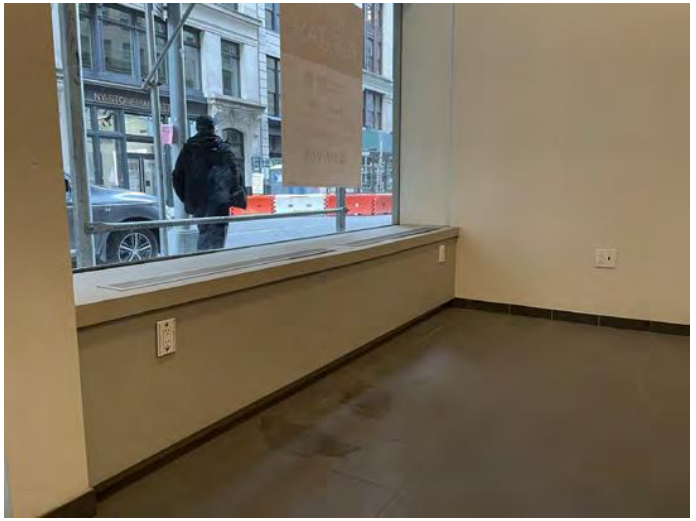
4-21. Overall view of Commerical Area.



4-22. Main Entrance for Commercial Area.



4-23. Overall view of Commerical Area.



4-24. Observed Perimeter Heating In Commercail Space.



4-25. Commercial Area Circuit Breaker Box.



4-26. Observed Commerical Area Alarm System and Thermostat.



4-27. Overview of Access Panel in Commercial Aea.



4-28. Overview of Bathroom in Commerical Area.



5-1. Overview of Boiler Room.



5-2. Overivew of Gas connection to Burnham Boiler.



5-3. Overview of two Taco "1600" Series In-Line Pumps.



5-4. Overview of the Burnham Independence Boiler #IN10.



5-5. Overview of Boiler Control System.



5-6. Overview of Manual Motor Controller.



5-7. Tekmar Boiler Control



5-8. Overview of Roof Level HVAC system.



5-9. Overview of Boiler Flue Vent.



5-10. Overview of Rooftop Exhaust Fan



6-1. Residential Meter Bank.


6-2. Residential Meter Bank.


6-3. Overview of GE Heavy Duty Safety Switch.



6-4. Overview of Fire Pump Service Switch.



6-5. Overall of Building Load center.



6-6. Overview of House/Commercial/Fire Pump Meter bank.



6-7. Overview of GE Heavy Duty Safety Switch.



6-8. Overview of Apartment Service Switches.



6-9. Overview of Apartment Service Switches.


6-10. Overviw of Resident Circuit Breaker Box (typ.)


7-1. Overview of Domestic Cold Water Main.



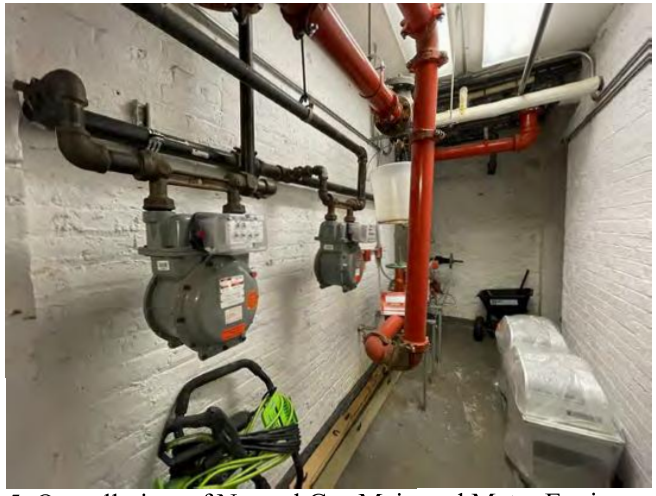
7-2. Overview of Domestic Water Heater.



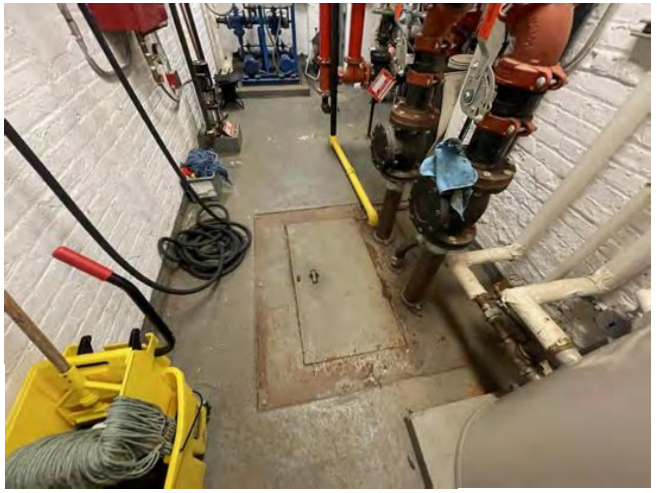
7-3. Overview of Hot Water Circulating Pump.



7-4. Overview of VFD Duplex Booster Pump.



7-5. Overall view of Natural Gas Main and Meter Equipment.



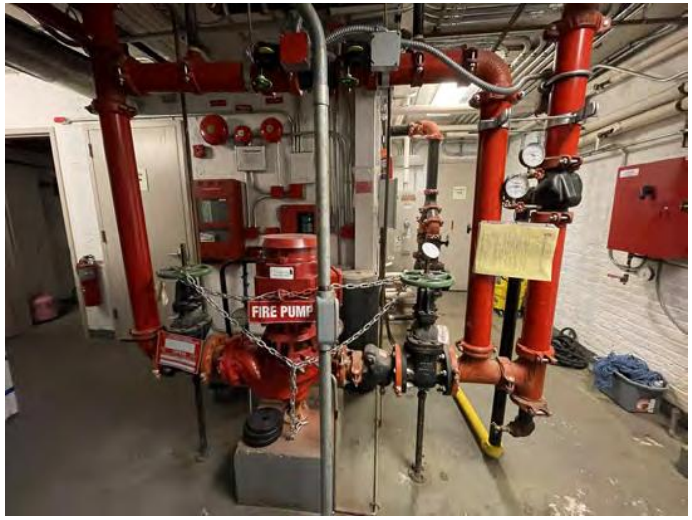
7-6. Overview of Ejector Pump System.



8-1. Overview of fire water main point of entry.



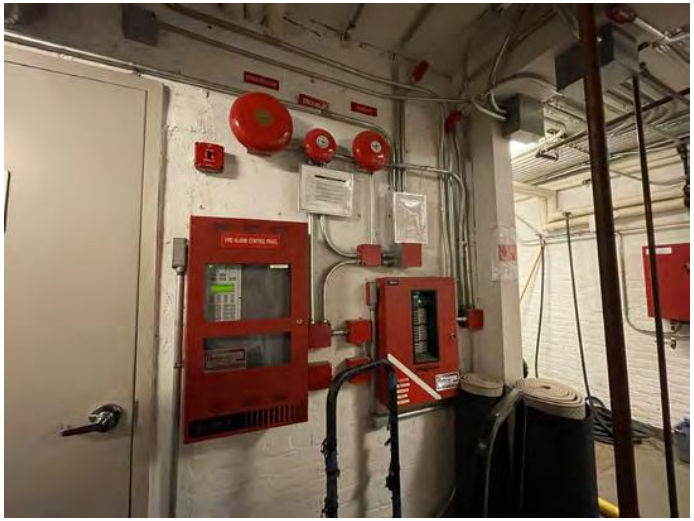
8-2. Overciew of Double Check Valve Assembly and Meter Equipment



8-3. Overview of Building Fire Pump.



8-4. Overviw of Jockey Pump.



8-5. Overview of Fire Department Control System.



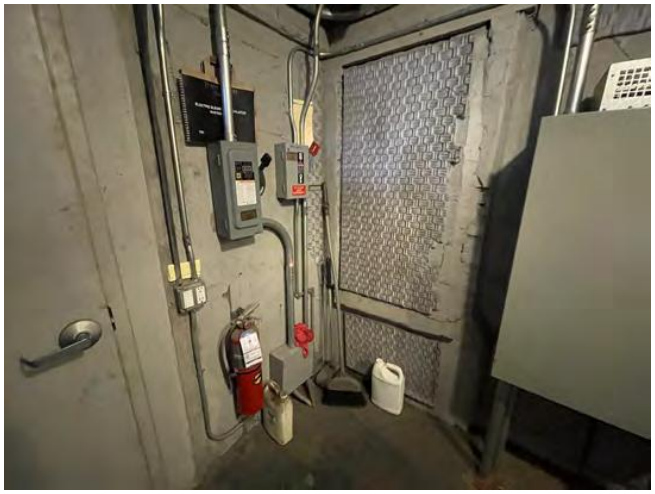
8-6. Overview of Fire Pump Controller.



8-7. Overview of Fire Department Connection.



9-1. Overview of Elevator Machine Room.



9-2. Overview of Elevator Safety Swtich.



9-3. Overview of AC Elevator Drive



9-4. Overview of Elevator Machine Room Telephone Line.



9-5. Overview of Staley Elevator Gear Traction Elevator.

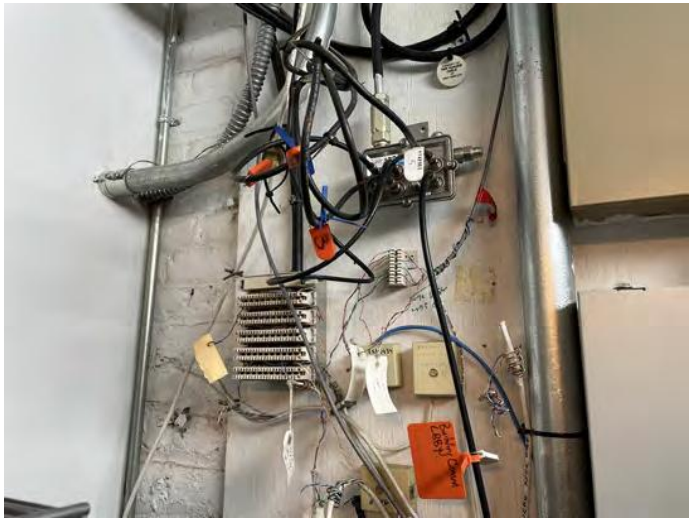


9-6. Overview of Elevator Control Panel.


9-7. Overview of Elevator Door.


9-8. Overview of Passenger Elevator Cab.


10-1. Overview of Cellar Level Comm. Room.



10-2. Overview of Cellar Level Comm. System.



10-3. Individual Unit Low Voltage System.



10-4. Overview of Interior Telecom System.



10-5. Overview of Exterior Intercom System.

29 West 21st Street Manhattan, NY 10010
Block: 823 Lot: 23
814767- 1015529

LL 11/98 Report
Of Periodic Inspection of Exterior Walls and Appurtenances For Cycle 8 Examination

Owner
Twenty-First Lofts LLC

Submitted By
Winton Group Architecture
4 Hager Street
East Brunswick, NJ 08816

WINTON GROUP ARCHITECTURE
4 HAGER STREET EAST BRUNSWICK NJ 08816
732 651 2675

October 06, 2020

REPORT ON A CRITICAL EXAMINATION OF EXTERIOR BUILDING WALLS AND APPURTENANCES THEREOF, IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 28-302.1 OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK AND RULE 103-04, (6)(3) (vii,A-0) OF THE DEPARTMENT OF BUILDINGS (LOCAL LAW 11 OF 1998), **CYCLE 8 FILING**, IN CONNECTION WITH THE BUILDING LOCATED AT:

A. Property Information:

ADDRESS: 29 West 21st Street Manhattan, NY
814767-1015529

A.K.A. Address: 5th Avenue, Avenue of the Americas

LOCATION: 443.7 feet southeast from the corner of 5th Avenue

BLOCK: 823

LOT: 23

B. Owner information:

PRINCIPAL OFFICER: Nicolas Oudin Managing Member
Twenty-First Lofts LLC
90 Greene Street, New York, NY 10012

MANAGING AGENT: Nicolas Oudin
Twenty-First Lofts LLC
90 Greene Street, New York, NY 10012
Direct Line 212-966-7717

LL/11 CONTROL #: **814767**

BIN#: **1015529**

C. Description of the Inspected Building

1. Type of exterior construction:
   Brick masonry and brick with stone fascia
2. Approximate age of structure:
   Eleven (111) years, built in 1909
3. Individual landmark status: Landmark, Ladies' Mile Historic District
4. Number of stories: 7
5. Height: 87 feet
6. Approx. Plan dimensions: 25.5 feet x 98.75 feet
7. All appurtenances:
   Decorative metal fascia over main entrance
   Flag posts and attachments

8. C of O No.: 110176194F
9. Usage: 1st floor: Retail space and residential apartment
   2nd thru 7th floor: Residential apartments

10. Other relevant information:
    (1) Windows: Wood double hung
    (2) Lintels Concealed Metal angle
    (3) Sills Stone
    (4) Parapets Brick with stone coping

SETBACK AND OTHER STRUCTURES:

- Penthouse bulkhead at roof level
- Air conditioning unit at penthouse roof level

SIGNIFICANT ALTERATIONS TO BUILDING EXTERIOR WALLS:

- None

PLOT PLAN:

- Please refer to A-001 in the Appendix #1 of this report.

D. A detailed description of any settlements, repairs or revisions to exterior

No previous report(s) has been filed. Settlements noted in this report: **None**.

E. Procedures Used in making Critical Examination

Actual physical inspection of the building exterior was conducted.
All walls of the building subject to Local Law 11/98 (FISP) were inspected from the ground and from building across the street using high power binoculars and camera with tele-photo lenses and the roof of the building. The balconies were inspected closely
The entire facade, floor by floor was inspected sounding the wall, checking lintels, joints, sealants, windows and appurtenances.
Photographs were taken using a digital camera and various lenses.

- Inspection from building across the street.
- Inspection from the roof and street level.
- Walking on and inspecting terraces, parapets and roof terrace

F. Rigger information

QEWI First name	QEWI Last name
Vladimir	Kaushansky

Number of person(s) who conducted inspection and his/her relation to QEWI- 1
Person 1 Vladimir kaushansky R.A. Relationship to QEWI Self

Location(s) of close-up inspection and Plot Details
Physical examination was done from roof terrace at 21st Street and rear yard.
Inspection of the parapets conduced from the roof terraces and street level.
For Plot Plan Please refer to A-001 in the Appendix #1 of this report.

Dates of Inspections
The inspection of the entire facade conducted on September 29th, 2020
No Cycle 7 Report was filed.

Ga. Appurtenances

Parapets: Structurally stable and properly maintained, stone coping securely attached. **Classified safe.**

Terrace parapet: Structurally stable, properly maintained, stone coping securely attached to the wall. **Classified safe.**

Fire escapes: There are no fire escapes in the building.

Window frames: Frames appear to be in good condition. **Classified safe.**

Air Conditioning Units: Roof top air conditioning units are mounted in DOB acceptable metal dunnage and securely attached. **Classified safe**.

Decorative metal fascia over main entrance:
Fascia elements structurally sound and securely attached to exterior wall. **Classified safe.**

Flag posts and attachments to the walls:
Flag posts structurally sound and securely attached to exterior wall. **Classified safe.**

No deleterious effects of the appurtenances listed above were observed

Gb. Balcony, guardrail, handrail and parapet statement

There is two roof terraces in the building. Terrace parapet enclosure consist of 42 inches tall brick parapet with capstone. The parapet appear to be structurally stable and well maintained.
The balcony **Classified Safe**.

42 inches high terrace parapet constructed of brick with stone coping is structurally stable, coping stone securely attached to the parapet and joints properly caulked.
The roof above the Penthouse is not used by tenants and is only used by maintenance personnel.
The roof terraces at the Penthouse level used by Penthouse tenant only.
Parapets are code compliant and are structurally stable. **Classified Safe**

I. Status Report of Exterior Maintenance

The owner has maintained the building doing maintenance work, not required permits has been done as needed: Cleaning and Re-pointing of the brickwork.

Ja. Comparison Chart of Conditions Reported for current and previous cycle

Prior Filing Cycle	N/A	Current Filing Cycle	8
Prior Filing Cycle	N/A	Current Filing Cycle	SAFE

No defects was discovered at the Cycle 8 Inspection.

a. Exterior alterations, repairs or maintenance work since the last report:

None

b. Building Features

The exterior surfaces have no apparent defects that would affect the building's water tightness.

Condition	Cat.	Location	Photo #
Flag poles	S	Front elevation	8

Jb. Work permit number, status and sign-off dates

None

Jc. ECB Violations numbers and the status of repairs of the conditions cited in the ECB violations

None

K. Recommendation for Repair and Maintenance

Schedule of Repairs (See Rule L03-04(6) (3) (vii, K2)

Work Items	Time Frame To Repair Conditions	Permit req'd. Rule 101-14	Comments
Cleaning and re-pointing brick masonry	Once a year	N	Correct as discovered
Cleaning and re-painting window frames balustrades and fascia	Once a year	N	

I. Required Work Permits

NONE

M. Current Report Classification

SAFE

Professional Seal and Signature with Date



Vladimir Kaushansky R.A,

Date: October 06, 2020

Appendices

1. Property Profile Overview (see attachments)
2. TR6
3. Definitions
4. Scope of Report

DEFINITIONS

UNSAFE CONDITION (U)

Unsafe condition means a condition at a building wall, ay appurtenances thereto or part thereof that is dangerous to persons or property and requires prompt remedial action. In addition any condition which was reported as unsafe with a repair and maintenance program in an earlier report and which is not corrected at the time of the current inspection shall be reported as an unsafe condition.

SAFE (S)

Safe means a condition of a building wall, any appurtenances thereto or any part thereof not requiring repair or maintenance to sustain the structural integrity of the exterior of the building and that will not become unsafe during the next five years.

SAFE WITH A REPAIR AND MAINTENANCE PROGRAM (SWARMP)

Safe with a repair and maintenance program means a condition of a building wall, any appurtenances thereto or any part thereof that is safe at the time of inspection but requires repairs or maintenance during the next five years in order to prevent its deterioration during that five year period into an unsafe condition.

SCOPE OF REPORT

1. The conditions noted in this report are as of the time of the inspection and changes and deterioration of the walls are to be expected; the following precautionary steps are recommended:

2. Each spring check all facades for new cracks, deteriorated structural caulking, spalling of concrete, missing fasteners or attachments. The Above inspection can be performed by in-house personnel. Any deterioration of the facade structure should be brought to the attention of the Architect for the determination of the urgency of the remedial steps.

3. No loose items or objects are to be placed on window wills, ledges, parapets or other areas where they could fall.

4. Ensure that all air conditioning units grills are secure and properly attached at all times.

5. This report represents only a professional evaluation within the Scope of Local Law 11/98 based on a visual examination and is not to be constructed as a certification of the buildings safety and/or imply any guarantee or liability on the part of the deponent.

6. The deadline of the next (Ninth) cycle inspection is February 21, 2012. Until the above time any work on the building facades should not be performed without the Architects advice or without written notice given to the Architect.

7. Nothing in this report shall extend the responsibilities of the Architect beyond the responsibilities stated in Section 28-302.1 of the Building Code of the City of New York, in connection with the Critical examinations of Building, as defined in said Code.

8. The information contained in this report, is not, by itself, sufficient to contract for corrective repairs or maintenance work.

9. This report should not be construction by the Owner as a relief from his responsibilities to properly maintain the building as called in Section 28-302.1 of the Building Code of the City of New York, and from taking proper steps to remove any potential hazard that might develop he discovered or brought to his attention at a later date.

10. The services to be performed by the Architect pursuant to this Agreement are intended solely for the benefit of the Owner, and no benefit is meant to be conferred upon any person or entity. No other person or entity shall be entitled to rely on the Architect=s performance of its service hereunder and no right to assert a claim against the Architect shall accrue to the Contractor or to any subcontractor, consultant, Architect, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Architect=s service hereunder.

11. This Local Law 11/98 report prepared by the Architect shall not be used :

    a. As any representative or as the basis of any such building referred to, either for sale as cooperatives or any other sale.

    b. As a determination of causes of conditions noted in the report.

    c. As a criticism of previous designers, contractors or anyone responsible for the building.

    d. As a contract or part of a contract for maintenance work.

    e. As legal description of the property.

    f. For any purposes other than filing a Local Law 11/98 report.

PHOTOS



29 West 21st Street elevation



#1 Decorative metal fascia at building entry



#2 Building cornice



#3 Cornice detail left



#4 Cornice detail right



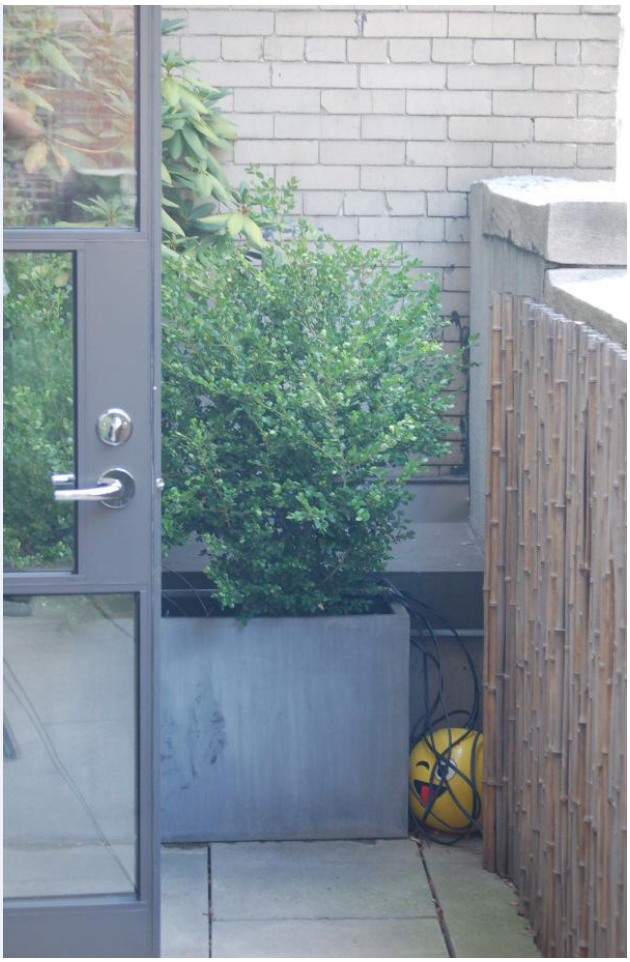
#5 Typical window elevation



#6 Typical window elevation



#8 Fag pole attachment



#9 Front terrace parapet



#10 Front terrace parapet cap stone



#11 Front terrace parapet cap stone



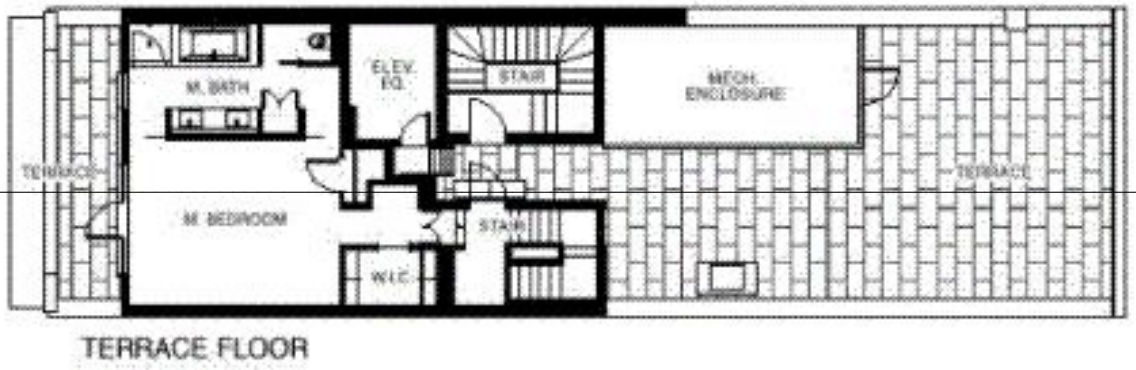
#12 Rear elevation parapet and brickwork



#13 Rear elevation brick wall surface & windows



#14 Rear elevation brick wall surface & windows

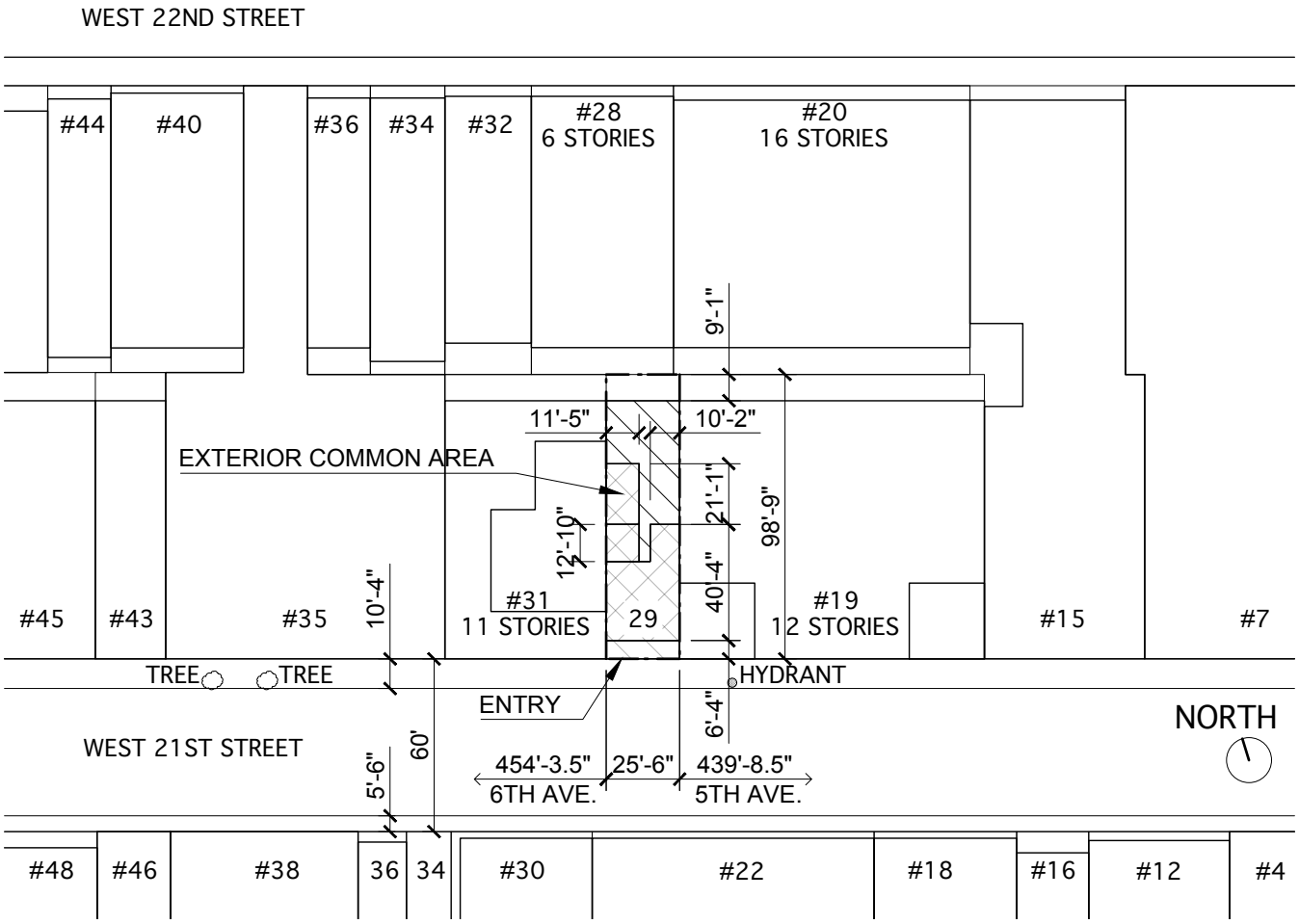


TERRACE FLOOR

#15 Terrace floor plan

UNIT FLOOR PLANS

SITE PLAN
SCALE = 1/64" = 1'-0"



SQUARE FOOTAGE:

FLOOR	INTERIOR RESIDENTIAL UNIT	INTERIOR RESIDENTIAL COMMON ELEMENT	INTERIOR COMMERCIAL UNIT	EXTERIOR RESIDENTIAL COMMON ELEMENT	EXTERIOR LIMITED RESIDENTIAL COMMON ELEMENT
CELLAR	1372 SF UNIT 1	1037 SF	0 SF	0 SF	234 SF
1ST	1277 SF UNIT 1	522 SF	486 SF	0 SF	0 SF
2ND	2102 SF UNIT 2	182 SF	0 SF	0 SF	0 SF
3RD	2102 SF UNIT 3	182 SF	0 SF	0 SF	0 SF
4TH	2102 SF UNIT 4	182 SF	0 SF	0 SF	0 SF
5TH	2102 SF UNIT 5	182 SF	0 SF	0 SF	0 SF
6TH	2102 SF UNIT 6	182 SF	0 SF	0 SF	0 SF
PH	737 SF UNIT 6	242 SF	0 SF	262 SF	1044 SF
TOTAL	13896 SF	2711 SF	486 SF	262 SF	1278 SF

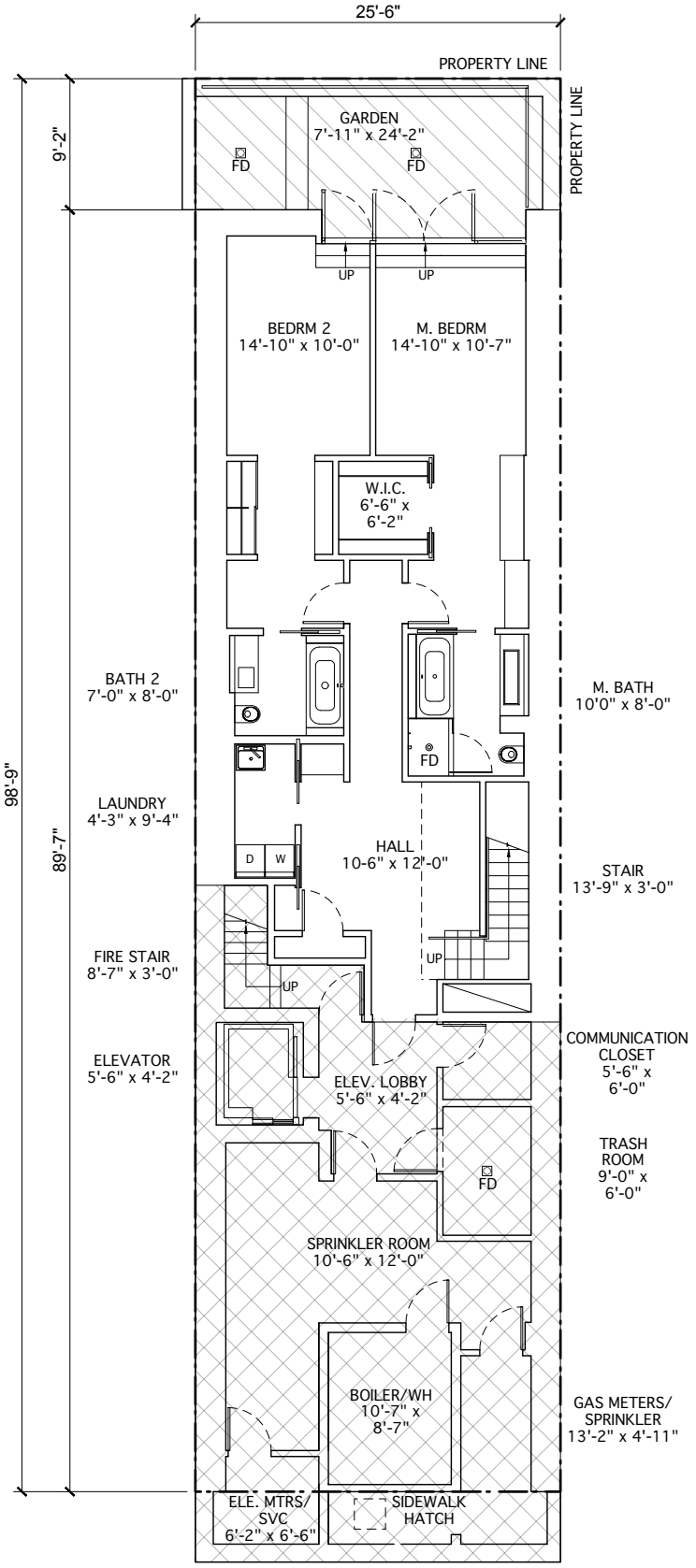
BUILDING INTERIOR TOTAL	17093 SF
BUILDING EXTERIOR TOTAL	1540 SF

LEGEND:

- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- COMMERCIAL UNIT
- PROPERTY LINE

29 WEST 21ST STREET
NEW YORK, NY 10010

JGN A



CELLAR FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 11,-0", 8'-0"

LEGEND:

RESIDENTIAL UNIT 1

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

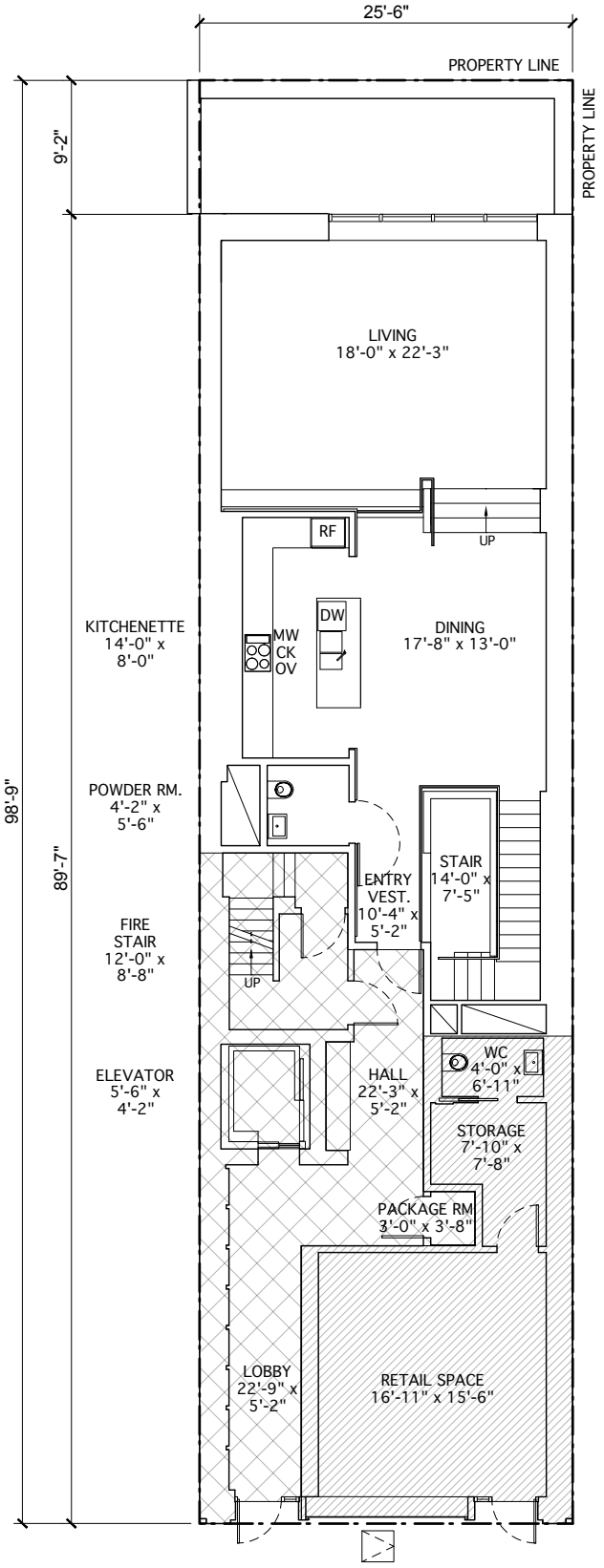
GENERAL COMMON ELEMENT

COMMERCIAL UNIT

PROPERTY LINE

ABBREVIATIONS:

BF	BOILER FLUE
CK	COOKTOP
CL	CLOSET
D	DRYER
ELE	ELECTRICAL
ELEV	ELEVATOR
EQ	HVAC EQUIPMENT
EXG	EXISTING
FC	FENCING
FD	FLOOR DRAIN
KX	KITCHEN EXHAUST
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MTRS	METERS
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SK	SKYLIGHT
SVC	SERVICE
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W	WASHER
WC	WATER CLOSET
WH	WATER HEATER
WIC	WALK IN CLOSET



1ST FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 11,-0", 13'-0"
10'-0", 9'-6", 8'-6"

LEGEND:

RESIDENTIAL UNIT 1

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

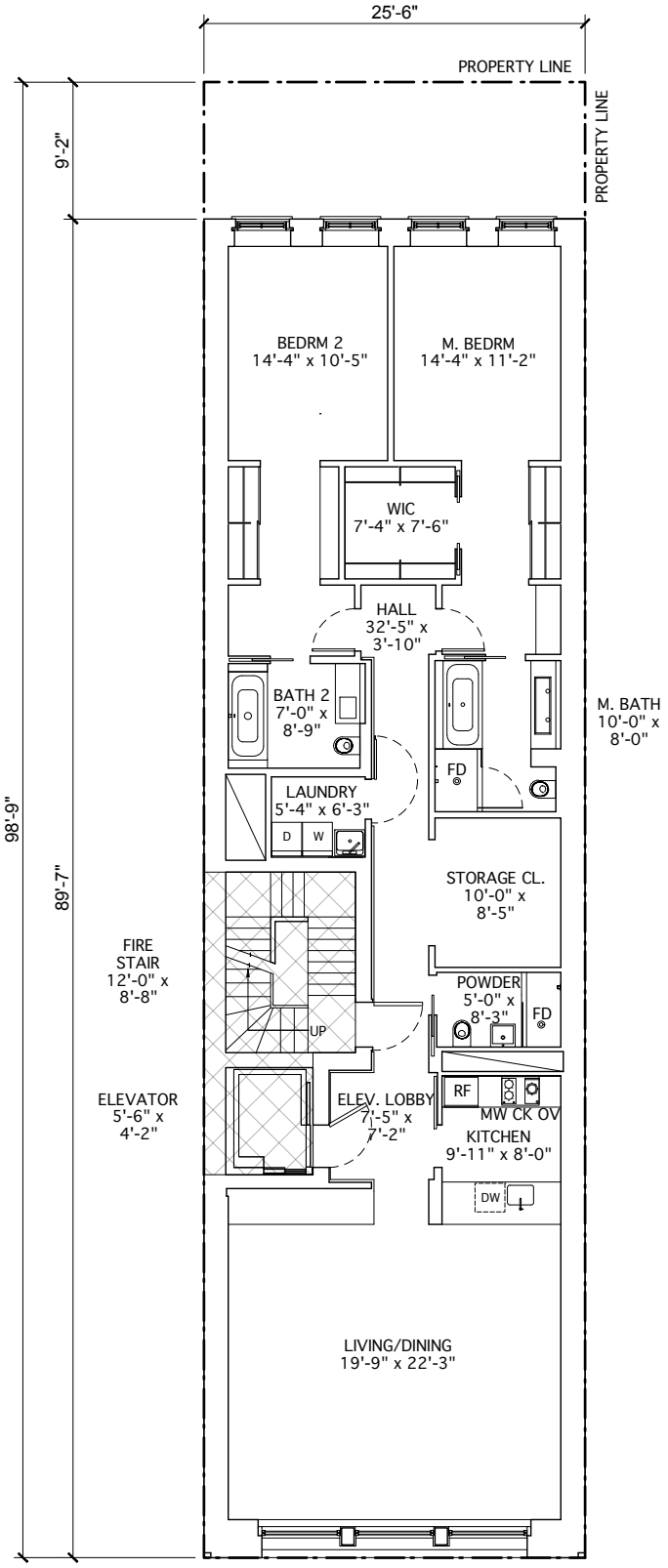
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2ND FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 9,-3", 8'-6"

LEGEND:

RESIDENTIAL UNIT 2

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

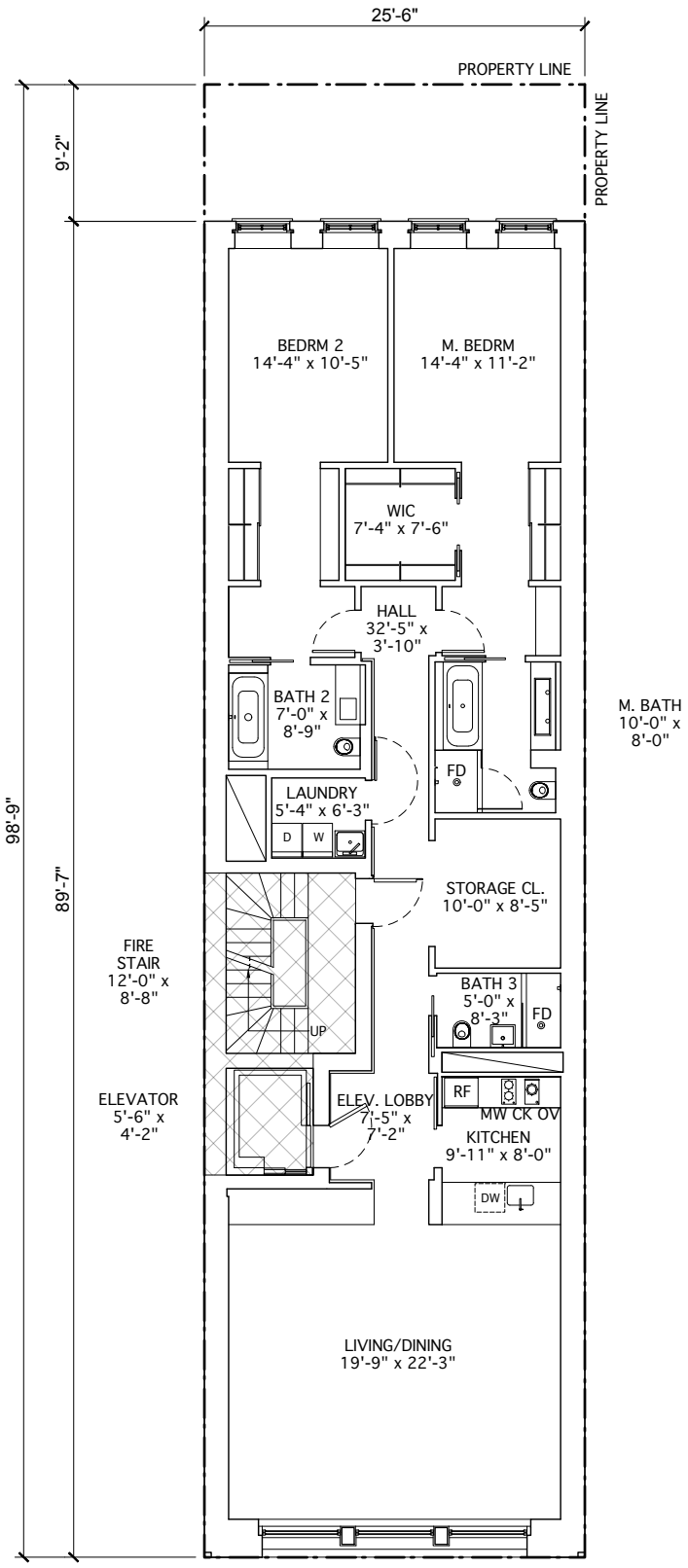
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WH	WATER HEATER
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3RD FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 9,-3", 8'-6"

LEGEND:

RESIDENTIAL UNIT 3

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

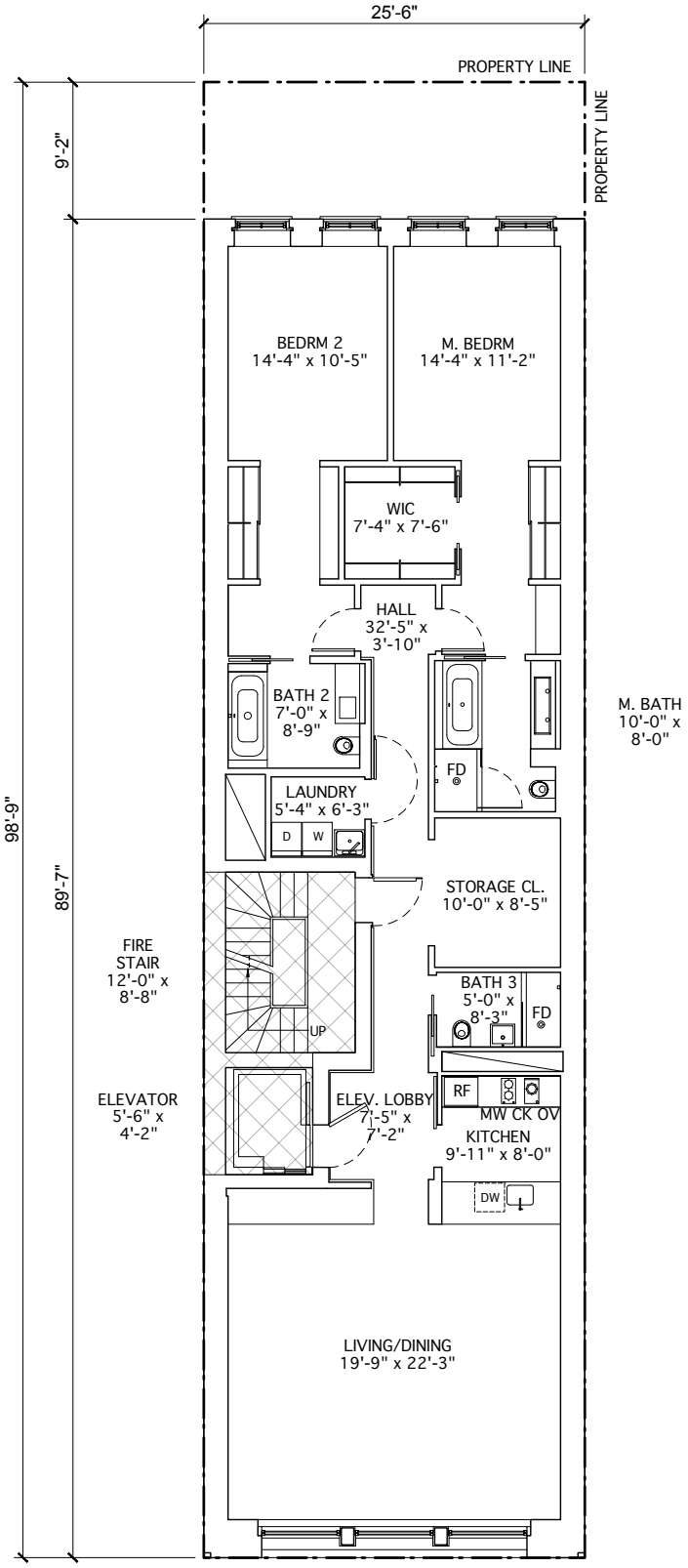
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4TH FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 9,-3", 8'-6"

LEGEND:

RESIDENTIAL UNIT 4

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

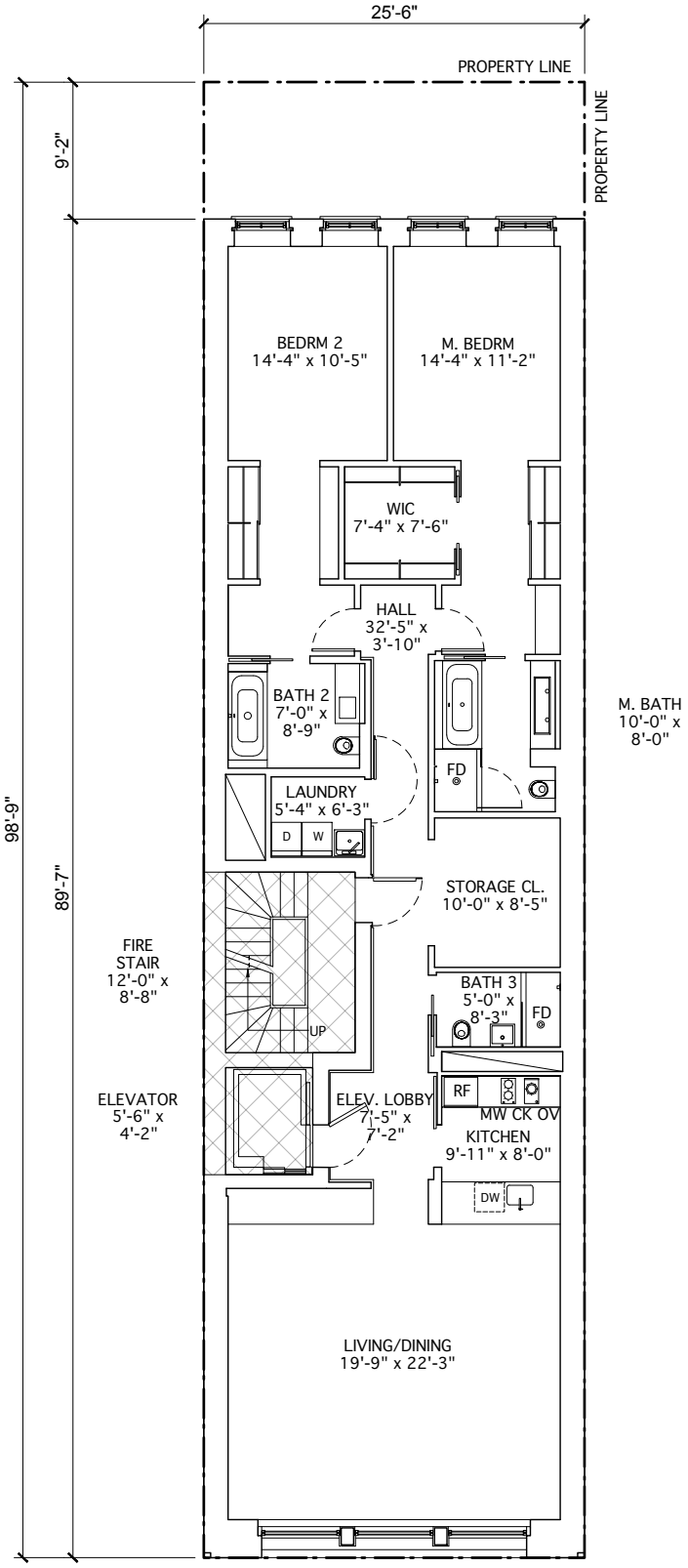
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5TH FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 9,-3", 8'-6"

LEGEND:

RESIDENTIAL UNIT 5

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

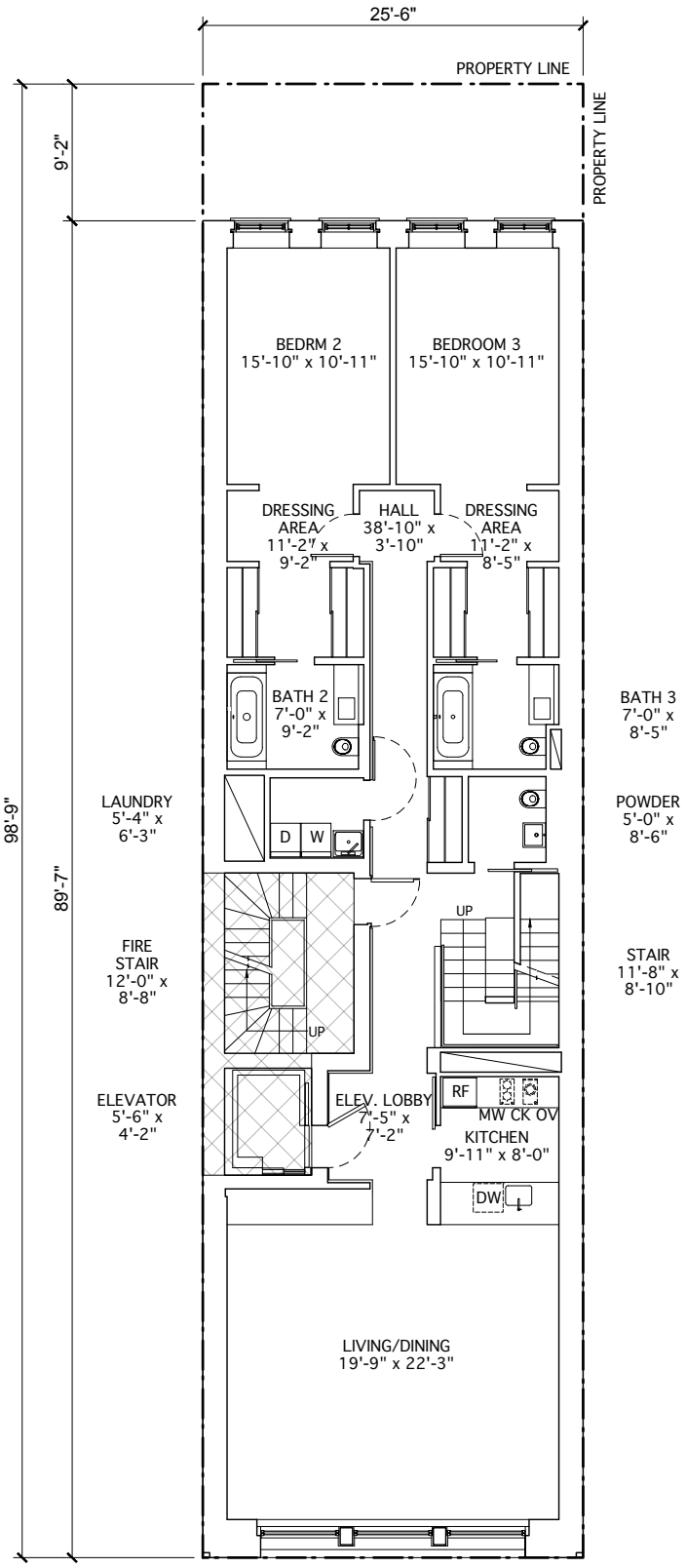
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6TH FLOOR PLAN

SCALE = 1:150

CEILING HEIGHT: 9,-3", 10'-3", 11'-0"

LEGEND:

RESIDENTIAL UNIT 6

RESIDENTIAL LIMITED COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

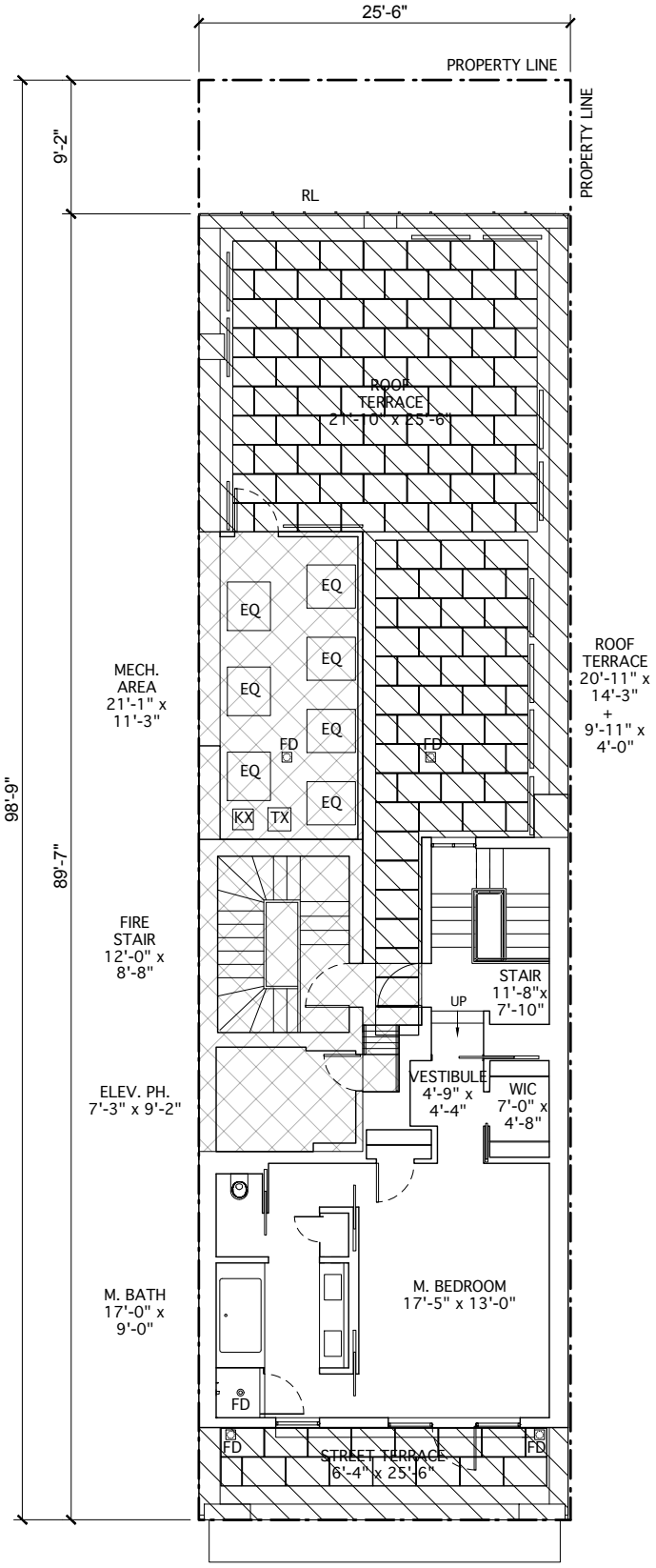
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PENTHOUSE PLAN

SCALE = 1:150

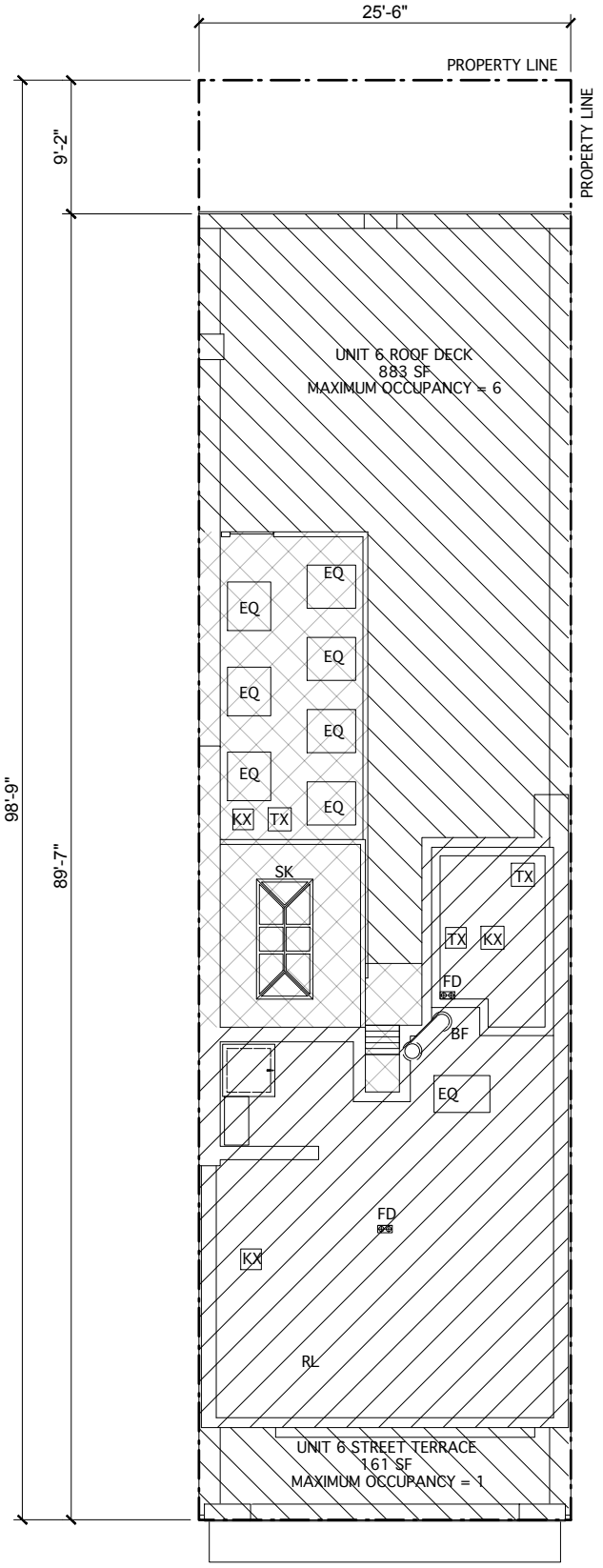
CEILING HEIGHT: 9,-5", 8'-6"

LEGEND:

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ROOF PLAN
SCALE = 1:150

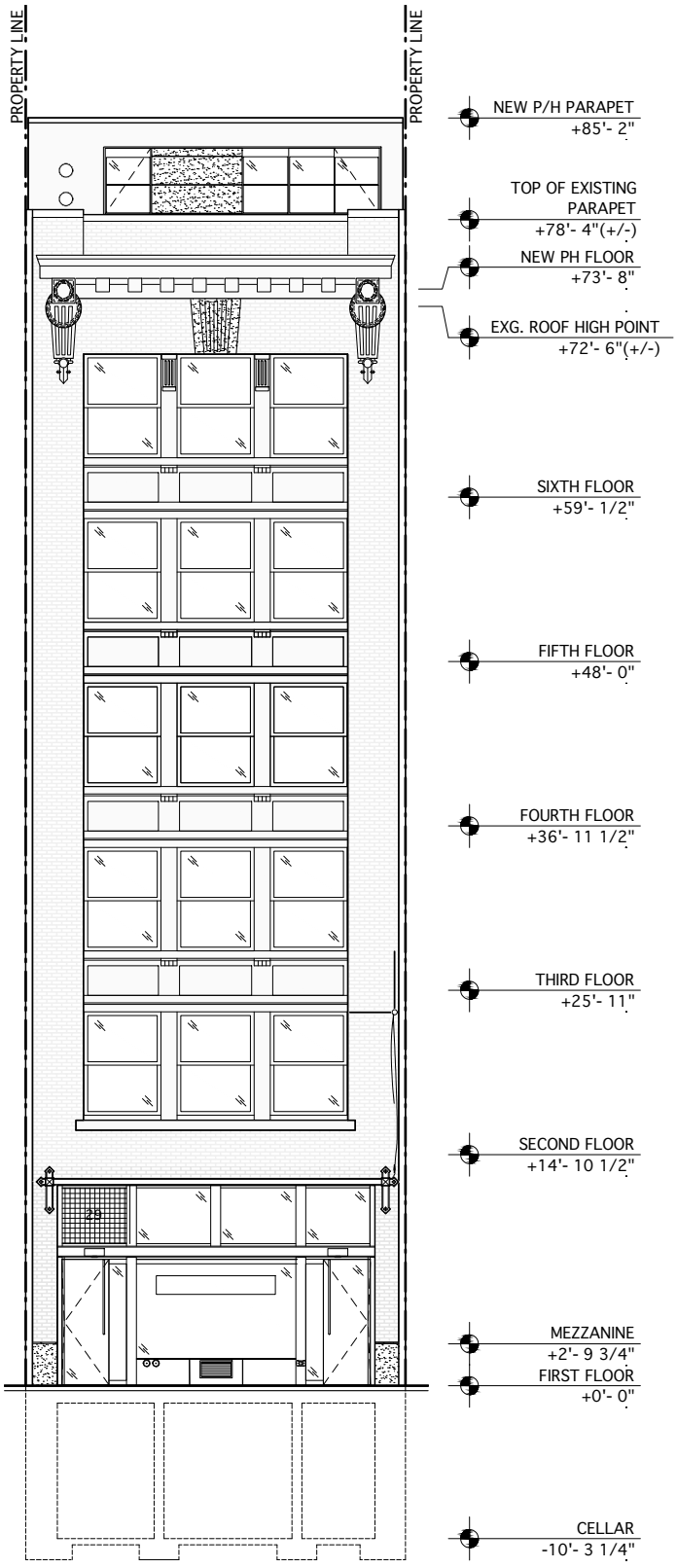
LEGEND:

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FRONT ELEVATION
SCALE = 1:150



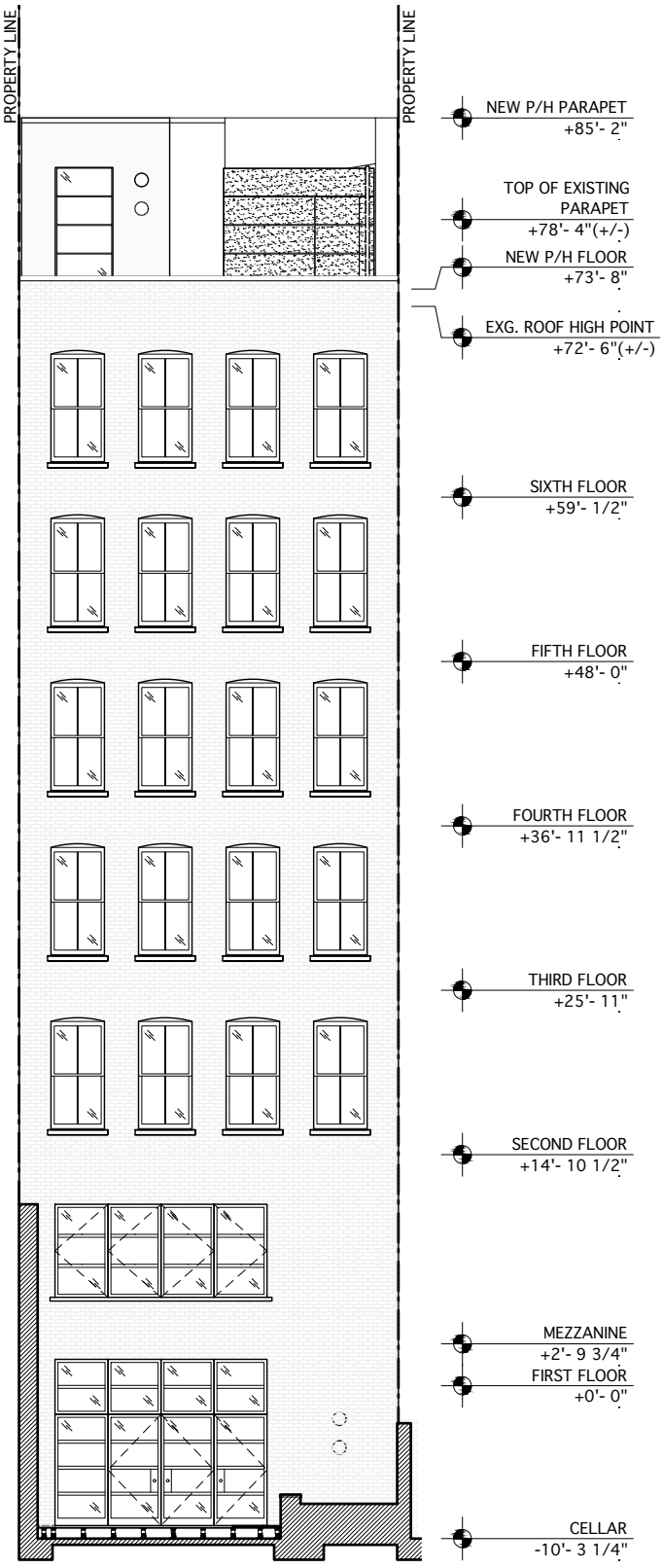
LEGEND:

PROPERTY LINE —·—·—

ABBREVIATIONS:

BF	BOILER FLUE
CK	COOKTOP
CL	CLOSET
D	DRYER
ELE	ELECTRICAL
ELEV	ELEVATOR
EQ	HVAC EQUIPMENT
EXG	EXISTING
FC	FENCING
FD	FLOOR DRAIN
KX	KITCHEN EXHAUST
M	MASTER
MECH	MECHANICAL
MTRS	METERS
MW	MICROWAVE/HOOD
OV	OVEN
PH	PENTHOUSE
RD	ROOF DECK
RF	REFRIGERATOR/ FREEZER
RL	GUARD/ RAILINGS
RM	ROOM
SK	SKYLIGHT
SVC	SERVICE
TX	TOILET EXHAUST
W	WASHER
WC	WATER CLOSET
WH	WATER HEATER
WIC	WALK IN CLOSET

REAR ELEVATION
SCALE = 1:150



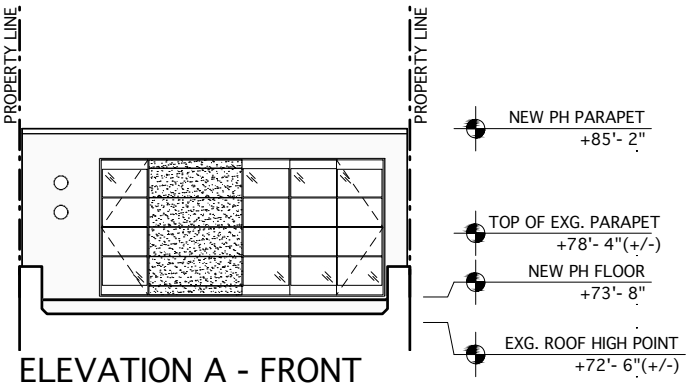
LEGEND:

PROPERTY LINE —·—·—

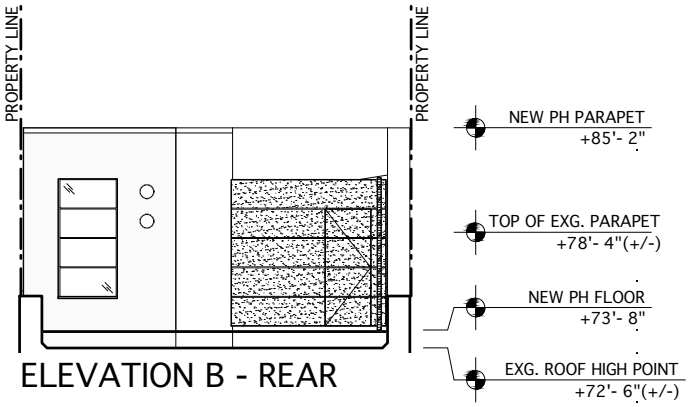
ABBREVIATIONS:

BF	BOILER FLUE
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TX	TOILET EXHAUST
W	WASHER
WC	WATER CLOSET
WH	WATER HEATER
WIC	WALK IN CLOSET

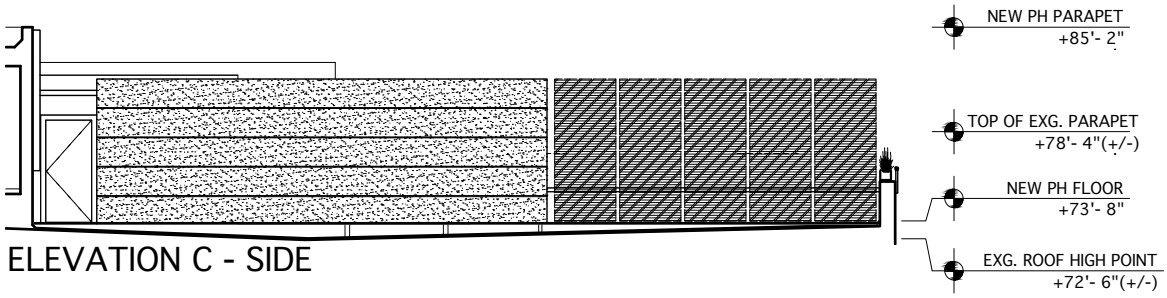
PENTHOUSE ELEVATION
SCALE = 1:150



ELEVATION A - FRONT



ELEVATION B - REAR



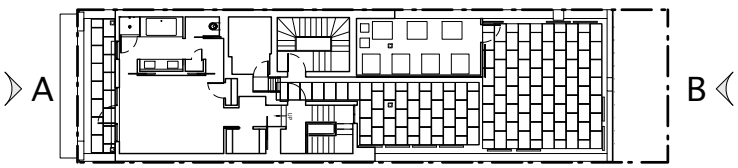
ELEVATION C - SIDE

LEGEND:

PROPERTY LINE —·—·—

ABBREVIATIONS:

PH	PENTHOUSE
EXG	EXISTING



KEY PLAN
SCALE : 1/32" = 1'-0"

29 WEST 21ST STREET
NEW YORK, NY 10010

JGN A

FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT

TWENTY-FIRST LOFTS, LLC, as Seller,

with

_____, as Purchaser.

For Residential Unit _____

at

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET
New York, New York 10010

PURCHASE AGREEMENT SUMMARY

PURCHASER: _____

RESIDENTIAL UNIT: _____

PURCHASE PRICE: _____

DOWN PAYMENT: _____

BALANCE DUE: _____

PURCHASE AGREEMENT, made as of _____, 20___, by and among **TWENTY-FIRST LOFTS, LLC**, a New York limited liability company having a mailing address at 90 Greene Street, #4, New York, New York 10012 ("Sponsor"), and _____, having an address at _____ _____ ("Purchaser").

W I T N E S S E T H:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for the Iron Lofts Condominium (the "Condominium") and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser is not a Tenant Purchaser, Purchaser understands that if Purchaser has not received the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. **In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding, except to the extent that such provision was individually negotiated by Purchaser.**

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings herein as therein, unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Residential Unit _____ ("Unit"), together with the percentage of undivided interest in the General Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1. The purchase price for the Unit (the "Purchase Price") is $_____, payable as follows:

(a) $_____ (the "Down Payment"), due upon Purchaser's signing and submitting this Agreement, paid by check (subject to collection) or wired funds, receipt of which is hereby acknowledged; and

(b) $_____, constituting the balance of the Purchase Price, paid by official bank check or wired funds, payable on the delivery of the deed as hereinafter provided.

4.2. All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to in writing by Sponsor. Checks for the Down Payment shall be made payable to "Cozen O'Connor, Escrow Agent." Checks for the balance of the Purchase Price shall be made payable to the direct order of "TWENTY-FIRST LOFTS,

LLC" or such other party as Sponsor may designate in writing upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Down Payment as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 16 hereof. Wiring fees charged by the initiating or receiving bank shall be paid by Purchaser.

5. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 4 of this Agreement, and Purchaser understands and agrees that his 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, a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in his financial status or condition shall not release or relieve Purchaser of the obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

6.1. The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior written notice. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing.

6.2. The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

6.3. The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY.

7.1. At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title of the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then

required by law, all of which shall be prepared by Sponsor.

7.2. At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

7.3. The deed and power of attorney to the Condominium Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

7.4. Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and (ii) each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRS §6045(I), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

8. FEE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) a title insurance company licensed to do business in the State of New York, is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

9. CLOSING ADJUSTMENTS.

9.1. Subject to Article 16 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

9.2. If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the General Common Elements appurtenant to the Unit.

9.3. Purchaser hereby agrees that, if either Purchaser or Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

9.4. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

9.5. Any errors or omissions in computing apartments shall be corrected and payment made to the proper party after discovery. The provisions of this subsection shall survive the Closing.

10. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS. In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments." For the avoidance of doubt, Purchaser's obligations include the payment of the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax on behalf of Sponsor, together with the payment of transfer tax on any amounts that are deemed to be additional consideration which may also be subject to transfer tax. In the event Purchaser's title company fails to cause the deed to be recorded on a timely basis and/or to pay the Real Property Transfer Taxes on a timely basis, Purchaser hereby indemnifies Sponsor from and against all claims, costs, penalties, liabilities and interest on account thereof, and Purchaser agrees to reimburse Sponsor on demand for any such claims, costs, penalties, liabilities and interest. This paragraph shall survive the Closing.

12. DOWN PAYMENT. The Down Payment made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law and Sections

352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Down Payment received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan and as set forth in the Rider to this Agreement. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Down Payment to Seller in the event Seller and Purchaser close title under this Agreement. Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Down Payment, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this paragraph.

13. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein, as each may be amended) and agrees to abide and be bound by the terms and conditions thereof. This paragraph shall survive the Closing.

14. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

15. PURCHASER'S REPRESENTATIONS. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, and financial information prior to counter-executing this Agreement and in order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to retain a credit reporting agency to obtain such information.

16. DEFAULT BY PURCHASER.

16.1. Each of the following shall constitute an "Event of Default" hereunder:

(a) Purchaser's failure to pay the balance of the Purchase Price on the Closing Date designated by Sponsor; or

(b) Purchaser's failure to duly complete and sign before a notary public and deliver on the Closing Date the New York State and City transfer tax returns; or

(c) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(d) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(e) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(f) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(g) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

(h) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(i) The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

16.2. **TIME IS OF THE ESSENCE** with regard to Purchaser’s obligations to pay the balance of the Purchase Price and to perform Purchaser’s other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser’s other obligations hereunder, Sponsor shall give written notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit (“Purchaser Work Costs”) requested by Purchaser to be performed and agreed to be performed by Sponsor (“Purchaser Work”), but only to the extent such Purchaser Work has been completed), together with interest earned thereon, as liquidated damages (Sponsor’s actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and

neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

16.3. Notwithstanding anything to the contrary contained in this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor does not terminate this Agreement: (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

16.4. NEITHER SPONSOR 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 DOWN PAYMENT 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.

17. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

17.1. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

17.2. If the Plan is abandoned or if after being declared effective the Plan will not be consummated for any reason, this Agreement will be deemed cancelled and the Down Payment paid by Purchaser hereunder, together with interest earned thereon, if any, will be

disbursed to Purchaser, subject to Sponsor's rights to retain certain funds advanced by Purchaser for special work in the Unit, as more particularly described in the Section entitled "Effective Date" in part I of the Plan. After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

18. SPONSOR'S INABILITY TO CONVEY THE UNITS. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder (subject to Sponsor's rights to retain all funds advanced by Purchaser for Purchaser Work, to the extent actually expended or payable by Sponsor in furtherance of the performance of such Purchaser Work), together with interest earned thereon, if any, and, upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

19. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. At closing, the Unit will contain only those appliances, countertops, cabinets, sinks, air conditioning units (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by the Sponsor or as described in the Plan. The Unit is being sold unfurnished. Any appliances, air conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Unit are not included in this sale but continue to remain the property of such tenant. Furniture, wall coverings, furnishings, decorations and the like in or about any model Unit is for display purposes only and is not included in this sale. Any floor plans or sketches shown to Purchaser or included in the Plan are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon.

20. ACCEPTANCE OF CONDITION OF PROPERTY. The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the common areas, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively called "Installations"), in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Agreement and the Closing. Purchaser acknowledges having read the Description of Property, which sets forth a description of the physical condition of the Building set forth in Part II of the

Plan. Purchaser acknowledges having inspected the Unit prior to signing this Agreement. Purchaser understands that neither the Condominium nor Sponsor have any obligation to make any repairs, improvements or decorations in or to the Property, the Building or the Unit, except as may otherwise be set forth in the Plan. Sponsor has agreed in the Plan to maintain the Building in substantially the same condition it was in on the Filing Date, until the Closing Date (subject to ordinary wear and tear between the Filing Date and the Closing Date), unless prevented from so doing by reason of acts or events beyond Sponsor's control, as more particularly set forth in the Plan. Purchaser shall be given a reasonable opportunity to examine the Unit prior to closing and it is recommended that Purchaser make a careful examination at such time. If Purchaser fails to examine the Unit within said period(s), Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Purchaser acknowledges that Purchaser must make arrangements to move into the Unit following the Closing and Purchaser agrees to follow the move-in procedures established by Sponsor or the Condominium Board. The provisions of this paragraph shall survive Closing.

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

22. 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:

22.1. The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title and possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of any 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. To the extent that Purchaser takes possession of the Unit prior to Closing, Purchaser shall assume the risk of losses not covered by insurance and the obligation to repair the damage if the cause thereof originated inside the Unit and/or resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser’s guests, invitees or workmen. The provisions of the preceding sentence shall survive the closing of title or the earlier termination of this Agreement.

22.2. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not

resolve to make such repairs or restoration pursuant to the applicable By-Laws, this Agreement shall be deemed canceled and of no further force and effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, except Purchaser Work Costs already expended or payable by Sponsor, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, including, but not limited to, the Deposit and any Purchaser Work Costs, together with any interest thereon, as and for liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain).

23. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. 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 shall survive the closing of title or the termination of this Agreement.

24. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any such listing or form of advertising, promotion or publicizing of a Unit by a Purchaser or its agent or representative prior to closing of title to the Unit shall be an Event of Default.

25. BROKER. Purchaser represents to Sponsor that Selling Agent, and [_____] is/are the only brokers or sales agents with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned broker, on

account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the closing of title.

26. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Sponsor's reasonable attorneys' fees in advance, for preparation of an assignment agreement.

27. BINDING EFFECT. This Agreement shall not be binding upon Sponsor until a duplicate hereof, executed by Sponsor or its duly authorized agent, is delivered to Purchaser or Purchaser's attorney. In any such case, unless this Agreement, executed as aforesaid, is delivered to Purchaser within thirty (30) days after same is received by Sponsor or the Selling Agent, it shall be deemed rejected and neither party shall have any further rights or obligations hereunder with respect to the other, except that Sponsor shall be obligated to refund all monies paid by Purchaser within fifteen (15) days after such cancellation. Sponsor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such rejection is not based on sex, race, creed, color, national origin, ancestry or other ground proscribed by Law.

28. SMOKING POLICY. The Condominium's smoking policy reads as follows:

> Smoking Policy. Smoking (including hookahs, "vapes," "e-cigs" and similar devices) is prohibited in all indoor areas of the Building (including all apartments) and in all outdoor areas of the Building (including all yards and terraces).

29. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Leni Morrison Cummins, Esq., Cozen O'Connor, 3 WTC, 175 Greenwich Street – 55th Floor, New York, NY 10007 in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication.

30. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

31. PERFORMANCE BY AND LIABILITY OF SPONSOR.

31.1. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed. Notwithstanding anything in this Agreement or the Plan to the contrary, Sponsor is obligated to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict shall be resolved in favor of the latter obligation.

31.2. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, pandemic, epidemic, disease, 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; and Purchaser's time to perform its obligations or undertakings in this Agreement may also be tolled during such tolling period, provided, however, that Purchaser's tolling rights are in accordance with the then-applicable provisions of 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan), applicable provisions of the General Business Law and the Plan, Purchaser's rights pursuant to which shall not be limited by Sponsor except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order.

32. 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.

33. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in successfully cancelling this Agreement or otherwise successfully enforcing Purchaser's obligations hereunder.

34. 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.

35. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

36. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

37. WAIVER OF JURY. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby.

38. [PROVISION TO BE ADDED IN THE CASE OF A NON-INDIVIDUAL OR FOREIGN PURCHASER: Purchaser, being a Non-Individual or Foreign Purchaser, consents to being served in New York and authorizes _____, with an address at _____, as its agent to accept service of process on Purchaser's behalf.]

39. FOREIGN GOVERNMENT PURCHASER. Notwithstanding anything to the contrary contained herein, 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) ("Foreign Government Purchaser"), then such Foreign Government Purchaser shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to this Purchase Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium, being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium. Any Foreign Government Purchaser shall designate and authorize a lawful agent within New York State to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the this Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium. If Purchaser is a Foreign Government Purchaser, Purchaser shall deposit with the Condominium at closing an amount equal to two (2) years Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date of the Unit which will be in addition to the required contribution to the Working Capital Fund. Purchaser acknowledges that such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by Purchaser of the terms, provisions and conditions of the applicable By-Laws of the Condominium. In the event that, after Closing, such Foreign Government Purchaser defaults in respect of the terms, provisions and conditions of the Declaration, the applicable By-Laws or the applicable Rules and Regulations of the Condominium, Purchaser acknowledges that the

applicable Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Purchaser is in default and that, thereafter, the Foreign Government Purchaser shall deposit with the applicable Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

40. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

41. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms “herein,” “hereof’ or “hereunder” or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

42. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

43. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

44. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

45. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

46. LEAD-BASED PAINT DISCLOSURE. Annexed hereto and incorporated herein as Schedule B, is the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" required to be executed pursuant to the provisions of Federal regulation.

47. COUNTERPARTS. This Agreement and the Rider(s) annexed hereto may be executed in multiple counterparts, which taken together shall form a fully executed and binding agreement, and email or facsimile signatures shall be deemed original signatures.

48. PATRIOT ACT. Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the

jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C 5312 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C Sections 1956 and 1957.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR:

TWENTY-FIRST LOFTS LLC

By: _____

Name: _____

Title: _____

PURCHASER:

_____

SCHEDULE A PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such facts would not make title to the Unit unmarketable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Grantee to the Condominium Board, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Grantor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Grantee shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the

Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Stewart Title Insurance Company (or such other New York Board of Title Underwriters member title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.

14. Any lease covering the Unit.

15. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

RIDER ANNEXED TO AND FORMING A PART OF THE PURCHASE AGREEMENT FOR UNIT [_____], 29 WEST 21ST STREET, NEW YORK, NEW YORK BETWEEN
TWENTY-FIRST LOFTS, LLC, SELLER
and
_____, AS PURCHASER

This **RIDER TO PURCHASE AGREEMENT** ("Rider") is made as of _____, 20__ by and between **TWENTY-FIRST LOFTS, LLC,** as seller ("Seller" or "Sponsor") and **[ ],** as purchaser (collectively, the "Purchaser") with respect to the proposed purchase of the Unit located in the building at 29 West 21st Street, New York, New York (collectively the "Unit" or "Units"), and shall be fully incorporated into and attached to the Purchase Agreement ("Agreement") dated___, 20_____.

48. Inconsistent Provisions. In the event of any inconsistency or conflict between (a) the provisions of the printed portion of the Agreement and any other rider thereof, and (b) the Rider, the provisions of this Rider shall be deemed to control and be binding. All capitalized terms not defined in this Rider shall have the meaning ascribed to them in the Agreement.

49. Modification of Escrow Provisions.

A. The law firm of Cozen O'Connor, with an address at 3 WTC, 175 Greenwich Street – 55th Floor, New York, New York 10007, telephone number 212-883-4954, shall serve as escrow agent (**"Escrow Agent"**) for the Sponsor and Purchasers. Escrow Agent has designated the following attorneys to serve as signatories: Ed Weisz, Geoffrey Ferrer and Dan Harrington. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

B. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Down Payment from escrow.

C. The Escrow Agent has established the escrow account at JP Morgan Chase, 4 NY Plaza, New York, New York 10004 (the **"Bank"**), a bank authorized to do business in the State of New York. The escrow account is entitled "Cozen O'Connor, as Escrow Agent for Iron Lofts Condominium" (the **"Escrow Account"**). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

D. All Down Payments received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of "Cozen O'Connor, as Escrow Agent."

E. All Down Payments will be placed initially in a non-interest bearing portion of the Escrow Account. If a Down Payment is accompanied by a properly completed and duly signed IRS Form W-9 or Form W-8 (as applicable), the Down Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (excluding advances made for upgrades, extras, or custom work). In the event that the Bank rejects Purchaser's Form W-9 or Form W-8, the Escrow Agent shall notify Purchaser (or its attorneys) of said rejection and the Down Payment will remain in the non-interest bearing portion of the Escrow Account until a corrected Form W-9 or Form W-8 is presented by Purchaser and accepted by the Bank, at which time the Down Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (excluding advances made for upgrades, extras, or custom work). If a Purchaser does not deliver a completed and signed Form W-9 or Form W-8 (as applicable) or does not correct a previously delivered form that has been rejected by the Bank, the Down Payment will remain in the non-interest bearing portion of the Escrow Account.

F. The interest rate for all deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Down Payment into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

G. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Down Payment, the Escrow Agent shall sign the Purchase Agreement and place the Down Payment into the Escrow Account. With ten (10) business days of the placing the Down Payment in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Down Payment. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment. Any funds advanced 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.

H. The Escrow Agent is obligated to send notice to the Purchaser once the Down Payment is placed in the Escrow Account. If the Purchaser does not receive notice of such placement within fifteen (15) business days after tender of the Down Payment, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and the Down Payment to Escrow Agent. Complaints regarding 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 Down Payment 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.

I. All Down Payments, except for funds advanced for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by the Sponsor, pursuant to Section 352-h of the New York State General Business Law.

J. Under no circumstances shall Sponsor seek or accept release of the Down Payment of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

K. The Escrow Agent shall release the Down Payment if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 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 Down Payment pursuant to paragraphs through (c) above, and the Escrow Agent receives a request by either party to release the Down Payment, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Down Payment. If the Escrow Agent has not received notice of objection to the release of the Down Payment prior to the expiration of the thirty (30) day period, the Down Payment shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Down Payment within said thirty (30) day period, the Escrow Agent shall continue to hold the Down Payment until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Down Payment contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

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

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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.

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

M. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

N. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

O. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

P. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Down Payment 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 Down Payment by Purchaser.

Q. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

R. Prior to release of the Down Payment, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance.

S. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

50. **Full Force and Effect**. Except as set forth in this Rider, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Rider as of the date first above written.

AGREED AND ACCEPTED:

SELLER:

TWENTY-FIRST LOFTS, LLC

By: _____
Name:
Title:

PURCHASER:

_____

ESCROW AGENT:

Cozen O'Connor

_____

SCHEDULE B

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HAZARDS

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) ___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) __ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (INITIAL)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) __ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (INITIAL)

(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852D and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Dated: _____, 202___
New York, New York

SPONSOR:

TWENTY-FIRST LOFTS, LLC

_____

PURCHASER:

_____

FORM OF CONDOMINIUM UNIT DEED

CONDOMINIUM UNIT DEED
THE IRON LOFTS CONDOMINIUM

This INDENTURE, made as of_____ , 202 , by and between TWENTY-FIRST LOFTS, LLC, a limited liability company organized and existing under the laws of the State of New York (the "Grantor"), having an office at 90 Greene Street, #4, New York, New York 10012, and (singly, jointly or collectively the "Grantee") (having an office) (residing at)

.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The condominium unit known as Unit No. the "Unit") in the building at 29 West 21st Street, New York, New York 10010 (the "Building"), in the Borough of Manhattan, County, City and State of New York, known as THE IRON LOFTS CONDOMINIUM (the "Condominium"), such Unit being designated and described as Unit No. in a certain declaration dated made by the Grantor pursuant to Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situate as more particularly described on Schedule A annexed hereto and made a part hereof (the "Land"), which declaration was recorded in the New York County Office of the Register of the City of New York, on the day of , 20 , as CRFN , as same may have been subsequently amended (collectively, the "Declaration"). The Building and the Land are referred to herein as the "Property." This Unit is also designated as Tax Lot in Block 823 of the Borough of Manhattan, County of New York on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Building, certified by , on the day of , 202 , and filed with the Real Property Assessment Department of the City of New York on the day of , 202 , as Condominium Plan No. and also filed in the New York County Office of the Register of the City of New York on the day of , 202 , as Condominium Map No. .

TOGETHER with an undivided % interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and subject to the rights, obligations, easements, restrictions and other provisions of the Declaration and of the By-Laws (including the Rules and Regulations) (as such terms are defined in the Declaration) of the Condominium, as such Declaration and By-Laws may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, all of which rights, obligations, easements, restrictions and

other provisions, shall constitute covenants running with the land and shall bind any and all persons having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; and subject to any other matters of record as of the date hereof;

TO HAVE AND TO HOLD THE SAME UNTO the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is ruled by a Court of competent jurisdiction to be 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 the Declaration will control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply such consideration first to the payment of the cost of such improvements before using any part thereof for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws of THE IRON LOFTS CONDOMINIUM, recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, and further agrees to comply with any Rules and Regulation adopted in accordance with the provisions of said By-Laws. The Grantee specifically accepts and ratifies those provisions of the Declaration which direct that any tax exemption and tax abatement benefits granted the Property be apportioned among all Units in proportion to their respective Common Interests. The Grantee covenants on behalf of the Grantee, and on behalf of the heirs, successors and assigns of the Grantee, that no suit shall be maintained by the Grantee or the heirs, successors or assigns of the Grantee against the City of New York, the Grantor herein or the Condominium in which the Grantee or the heirs, successors or assigns of the Grantee allege that any apportionment of such benefits made in accordance with the provisions of the Declaration is contrary to law. This covenant by the Grantee is made in favor of all other Unit Owners, the Condominium Board, the Condominium, the Grantor and the City of New York.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term “Grantee” shall be read as “Grantees” whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR: GRANTEE:

TWENTY-FIRST LOFTS, LLC

By: _____ _____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this day of , 202 before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On this day of , 202 before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

CONDOMINIUM UNIT DEED

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET
NEW YORK, NEW YORK 10010

UNIT _____

BLOCK 823
LOT

RECORD AND RETURN TO:

FORM OF UNIT OWNER'S POWER OF ATTORNEY

UNIT OWNER'S POWER OF ATTORNEY

THE IRON LOFTS CONDOMINIUM

All terms used in this Unit Owner's Power of Attorney that are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as and by the street number 29 West 21st Street, New York, New York (the "Property") under Article 9-B of the Real Property Law of the State of New York, dated _____, 202 , and recorded in the Office of the Register of the City of New York, New York County on _____, 202 , as CRFN , or (b) in the by-laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____ , residing at 29 West 21st Street, New York, New York 10010, the owner of the Condominium Unit (the "Undersigned's Unit") known as Unit No. in THE IRON LOFTS CONDOMINIUM (the "Condominium"), known by the street address as 29 West 21st Street, New York, New York and consisting of the real property and improvements thereon as more particularly described on Schedule A annexed hereto and made a part hereof, such Unit being also designated as Tax Lot___ in Block 823 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, do(es) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect: (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner so desiring to sell, convey, transfer, assign or lease, including without limitation pursuant to the right of first refusal set forth in the By-Laws, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender such Unit pursuant to the terms of the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and, with respect to any transfer pursuant to the terms of subdivision 1(a) or 1(c) of this paragraph at such price or at such rental, as the case may be, as such attorneys-in-fact deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, on such terms as such attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in such premises which the undersigned could do if the undersigned were personally present, (2) to file, prosecute, negotiate and settle, on behalf of all Unit Owners, appropriate tax certiorari proceedings so as to reduce the assessed valuations of, and/or real estate taxes due with regard to, all Units in the Condominium, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium 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, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common

Elements, that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned do(es) hereby irrevocably nominate, constitute and appoint TWENTY-FIRST LOFTS, LLC (the "Sponsor"), as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of such documents, when such amendment: (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with the Declaration, or (ii) will be required by (A) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (B) any governmental agency having regulatory jurisdiction over the Condominium, or (C) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivisions (i) or (ii) of this paragraph will not (x) change the Common Interest of the Undersigned's Unit, (y) require a material, physical modification to the Undersigned's Unit, or (z) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivisions (x) or (y) of this paragraph) or the holder of such mortgage (in the event described in (z) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as Sponsor or its designee will cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned has/have executed this Unit Owner's Power of Attorney as of , 202 .

_____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this day of , 202 before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

UNIT OWNER'S POWER OF ATTORNEY

THE IRON LOFTS CONDOMINIUM
29 WEST 21ST STREET
NEW YORK, NEW YORK 10010

UNIT _____

BLOCK 823
LOT

RECORD AND RETURN TO:

MQ PROPERTY MGMT LTD.
52A West 8th Street
New York, New York 10011

FORM OF CONDOMINIUM DECLARATION

DECLARATION

Establishing a Plan of Condominium Ownership

for the Premises known as

THE IRON LOFTS CONDOMINIUM

located at

29 West 21st Street
in the Borough of Manhattan
County, City and State of New York

Pursuant to Article 9-B of the
Real Property Law of the State of New York

DECLARANT:

TWENTY-FIRST LOFTS, LLC
90 Greene Street, #4
New York, NY 10012

BLOCK: 823

LOTS: _____ through and including ____
(Formerly known as Lot 23)

DATE OF DECLARATION: , 202

Record and Return to:

LENI MORRISON CUMMINS, ESQ.
COZEN O'CONNOR
3 WTC, 175 Greenwich Street – 55th Floor
New York, New York 10007

Attorneys for Declarant

Declaration establishing a plan of Condominium ownership for THE IRON LOFTS CONDOMINIUM at the Premises located at 29 West 21st Street, New York, New York 10010, in the Borough of Manhattan, County, City and State of New York, pursuant to Article 9-B of the Real Property Law of the State of New York.

TWENTY-FIRST LOFTS, LLC, a limited liability company organized and existing under the laws of the State of New York, having an address at 90 Greene Street, #4, New York, New York 10012 (the "Declarant"), does hereby declare:

1. Submission of Property. The Declarant hereby submits the land more particularly described on Schedule A attached hereto and made a part hereof (the "Land"), together with the building (the "Building") and improvements thereon erected, and the fixtures therein located (which Land, Building, improvements and fixtures are collectively referred to as the "Property"), owned by the Declarant in fee simple absolute, to the provisions of Article 9-B of the Real Property Law of the State of New York, more particularly known as the "Condominium Act" (the "Act").

2. Description of the Land. The Land is located in the Borough of Manhattan, County, City and State of New York, and bears the street number 29 West 21st Street, New York, New York. The Land is also designated as Block 823, Lot 23 and consists of approximately 2,500 square feet (.0574 acres).

3. Description of the Building. The Building will consist of seven stories and a cellar. Units shall be contained from the cellar through seventh stories. The Building is classified as Group II-Combustible, Class II-B, protected wood joists. Exterior walls, demising walls, exitways, and shaft enclosures are of non-combustible materials having the required fire resistance ratings. Floors, roofs and interior framing are wholly or partly of wood of smaller dimensions than required for Class II-A construction, or are of other combustible or non-combustible materials, having the required fire-resistance ratings. The main building structural system consists of existing east and west independent masonry property walls supporting wood joists. There is also some steel framing and bracing around larger wall and floor openings such as the main fire stair, elevator shaft, and front and rear ground floor facades. Interior walls and some floors are framed in light gauge steel, supported by CMU and/or heavy gauge steel members. The Building will contain six Residential Units and one Commercial Unit (each a "Unit" and collectively the "Units"). The owners of the Units are hereinafter referred to as the "Unit Owners."

4. Description of Units. Annexed hereto as Schedule B and made a part hereof is a schedule of the following information for each Unit: Unit designation; designation of tax lot number; designation of location in Building or Property; statement of approximate area in square feet; percentage of ownership interest in the Common Elements of the Condominium; and statement of Common Element(s) to which the Unit has immediate access. The information above-described is shown on floor plans of the Building, certified by JG Neukomm Architecture LLC dated (the "Floor Plans"), which are intended to be recorded in the Office of the Register of the City of New York, County of New York, simultaneously with the recordation of this Declaration. The location of the Building is shown on the site plan intended to be recorded in the Office of the Register of the City of New York, County of New York, as part of this Declaration.

For the purposes of this Declaration, a Unit shall be defined as defined in section 339-e of the Act, and shall be more particularly described as follows: consisting of the area enclosed horizontally by the exterior side of the walls that enclose such Unit, and the area enclosed vertically, from the top of the concrete floor to the underside of the concrete ceiling of such Unit.

Each Unit shall be deemed to include all plumbing, HVAC fixtures and equipment, electrical fixtures, appliances and equipment contained in such Unit, or which service such Unit alone, any appliances attached to any such fixtures located within such Unit which service such Unit alone. Doors and windows contained in a Unit which open from the Unit shall be deemed part of the Unit. Notwithstanding anything to the contrary, no Unit shall be deemed to include any structural or supporting column or any pipe, wire, conduit, beam or other similar structure, element or Facility (as defined below) a portion of which is present in, adjacent to, or passes through, whether visibly or not, the Unit if such column, pipe, wire, conduit, beam or similar structure, element or Facility is utilized for, or services or benefits, any other part of the Property, including, without limitation, any other Unit or the Common Elements.

The Commercial Unit shall be deemed to include all related Facilities exclusively serving the Commercial Unit, the entrance door thereto, the plate glass (if any) and any outdoor signs for the Commercial Unit (or its occupant).

As of the date of the filing of this Declaration with the Office of the Register of the City of New York, County of New York, fee simple absolute title shall automatically vest in Declarant in all Units, individual and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

5. Common Elements. (a) The "Common Elements" of the Condominium consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building, and all Facilities (as defined below), for the common use of all Units or all Unit Owners, or which are necessary or convenient for the existence, maintenance and safety of the Property. The Common Elements include any Limited Common Elements (as defined below). Without limiting the foregoing, the Common Elements shall include the following:

(i) The Land, including, without limitation, the portions of the Land on which the Building is erected, all walks, paved areas, and all other improved and unimproved areas not within the Units, together with all easements, rights and privileges appurtenant thereto;

(ii) All roofs, chimneys, concrete floors, foundations, columns, girders, beams, supports, joists, footings and subfloors;

(iii) Those portions of the exterior walls and insulation (if any) beyond the exposed interior face of the exterior walls, and those portions of the walls and partitions separating each Unit from the other Units, corridors, vestibules, lobbies and stairs located beyond the unexposed face of the drywalls enclosing such Unit;

(iv) Corridors, hallways, elevators, lobbies, storage and utility rooms and areas, and the entrances to and exits from the Building;

(v) The "Facilities," which shall be defined as all central and appurtenant installations for utilities and other services which benefit the entire Building, including but not limited to: conduits for plumbing, electricity, gas, or other energy-producing fuels, water, sewage, drainage, waste piping, trash compaction and removal; equipment or facilities for telephone, telegraph and television (whether broadcast, cable or satellite-receptive); central air-conditioning, heat and ventilation, if any; and all pipes, wires, vents, conduits, flues, ducts, elevators, cables, machinery, equipment, apparatus, systems, mechanisms, devices, motors, pumps, controls, generators, valves, outlets, risers, switches, fixtures, meters and other things used in connection with any of the foregoing, whether located in common areas or in a Unit;

(vi) All boiler, meter, utility, steam, storage or staff rooms, (including all steam and other equipment that may be located therein), flues, and meters located therein or servicing same;

(vii) Lighting fixtures illuminating the exterior portions of the Land or Building;

(viii) Entrance courtyard gates and fences surrounding the Property, if any;

(ix) All other apparatus and installations existing in the Building for common use or necessary, convenient and appropriate to the existence, maintenance or safety of the Building or the Units.

The "Limited Common Elements" of the Condominium are defined as those portions of the Building that are to be used by the Unit Owners of one or more specified Units to the exclusion of all other Unit Owners. The rear English basement garden appurtenant to Residential Unit 1 and the private terraces located at the front and rear portions of the rooftop appurtenant to Residential Unit 6 (PH), respectively, the exclusive use of each of which is reserved for the respective Unit Owners of such respective Units, shall be deemed Limited Common Elements appurtenant to those Units, respectively.

6. Use of Building and Units. Except as more particularly set forth in this Declaration or the By-Laws, Residential Units may be used for residential purposes only, but not more than one family may occupy a Residential Unit at one time. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other Person may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by an individual member of such limited liability company or an officer, director, stockholder, partner or employee or individual member of any corporate, partnership or limited liability company member of such limited liability company, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries and members or employees of limited liability company fiduciaries), or by the grantor or beneficiary of said fiduciary, or by a principal or employee of such other Person, respectively, or by Family Members or guests of any of the foregoing; however, nothing contained in this sentence shall be

deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests. Notwithstanding the foregoing, the Condominium Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall only a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this paragraph) may be accommodated therein.

The Commercial Unit may be used for any lawful non-residential purpose that does not involve the preparation of food that would require exterior ventilation, provided such use is in compliance with applicable zoning and other governmental regulations and does not violate the then existing Certificate of Occupancy covering such Commercial Unit

Notwithstanding the foregoing: (i) the Declarant or its designee expressly reserves the right to maintain a general or sales office in any Unit owned by it and to use such Unit as a model or for other promotional purposes, and (ii) each Unit may also be used for any lawful purpose permitted by applicable law, and the Certificate of Occupancy of the Building, including but not limited to as a professional office, subject to and in accordance with applicable law. The Building shall be used solely for the purposes for which the Units may be used.

7. Person to Receive Service. Process in any action brought against the Condominium shall be served upon it by service upon the Department of State of the State of New York. The address to which the Department of State shall mail any process served upon it is The Condominium, c/o Leni Morrison Cummins, Esq., Cozen O'Connor, 3 WTC, 175 Greenwich Street – 55th Floor, New York, NY 10007, or at such other address as the Condominium shall maintain.

8. Amendment of Declaration.

(a) This Declaration may be amended with the approval of not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^2/_3$%) in number and in aggregate Common Interest of all Unit Owners cast in person or by valid proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Condominium or, in lieu of such meeting, any amendment may be approved in a writing signed by not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^2/_3$%) in number and in aggregate Common Interest of all Unit Owners. However, the Common Interest appurtenant to each Unit as set forth on Schedule B to this Declaration shall not be changed in any way without the prior written consent of all Unit Owners affected thereby. Notwithstanding anything to the contrary, for so long as the Declarant or its designee shall own a Unit, this Declaration may not be amended in a manner which would adversely affect the interests of the Declarant or its designee without the written consent of the Declarant or its designee.

(b) The Declarant or its designee shall have the express right, without vote or consent of Unit Owners, the Board of Managers, or the holders of mortgages against Units, if any, to execute or to cause to be executed, and to record as required by law, an amendment or amendments to this Declaration, together with such other plans, maps and other documents and instruments necessary to effect such recordation, to reflect any changes in Units and the reapportionment of Common Interests resulting therefrom, made by the Declarant or its designee in accordance with Paragraph 15 hereof, including, without limitation, the final location, dimensions or size of any Unit, and Paragraph 17 hereof.

(c) The provisions of this Paragraph 8 may not be altered, amended or deleted in any manner, in whole or in part, without the prior written consent of the Declarant or its designee, as long as the Declarant or its designee shall own any Unit.

9. Determination of Percentage Interests in Common Elements. The respective percentage interest of each Unit in the Common Elements of the Condominium (the Unit's "Common Interest") has been determined on the basis of such Unit's floor space as measured in square footage, taking into account, however, the location of such Unit within the Building, its overall layout and dimensions, the availability of Common Elements for exclusive or shared use by the Unit Owners, and additional similar factors of value and desirability relative to the other Unit.

Pursuant to section 339-m of the Act, the Board of Managers of the Condominium may specially allocate and apportion the profits and expenses of the Condominium, and the Common Charges payable with regard to the Units, based on special or exclusive use or availability or exclusive control of particular Units or Common Areas by particular Unit Owners, such that the Common Charges payable with regard to a Unit will be more or less than would have been otherwise derived based on the Common Interest percentage of such Unit.

10. Encroachments.

(a) In the event that any Common Element, or portion, component or element thereof, shall encroach upon any Unit, or if any Unit, or portion thereof, shall encroach upon any other Unit or upon any Common Element, due to the subsequent settling or shifting thereof, or due to repair, restoration or rehabilitation work performed or caused to be performed by the Condominium, a valid easement for such encroachment and the maintenance thereof shall be created and exist until the earlier to occur of: (i) the removal of such encroachment; (ii) the destruction or demolition of the Buildings; or (iii) the termination of the Condominium pursuant to the terms hereof.

(b) In the event that the Building, a Unit or any Common Element shall be partially or totally destroyed by fire, explosion or other casualty or act of God, or as a result of condemnation or eminent domain proceedings, and then rebuilt, any encroachment arising by virtue of such destruction and rebuilding shall be permitted to exist and a valid easement for such encroachment and the maintenance thereof shall be created and exist until the occurrence of the earliest to occur of the events delineated in subparagraph (a) hereof.

11. Easements.

(a) Each Unit Owner shall have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines, Facilities, and other Common Elements located in any other Unit and serving or benefiting the Building or his/her Unit. Each Unit shall be subject to an easement in favor of every other Unit Owner to use the pipes, wires, ducts, cables, conduits, public utility lines, Facilities, and other Common Elements located in such Unit and serving or benefiting the Building or any other Unit. The Board of Managers shall have a right of access to every Unit and all Common Elements appurtenant thereto to inspect the same, remove violations therefrom, and to maintain, repair, service or replace the Common Elements located therein or elsewhere in the Building.

(b) Any utility company or public benefit corporation which shall provide utilities or other services to the Property, or in favor of which there exists or shall exist a public utility easement, and the employees and agents of such entity, shall have the right of reasonable access to the Property, the Building, the Common Elements and every Unit, in furtherance of any easement accorded hereunder, provided that such access shall not unduly interfere with the permitted use of the Property, the Building, the Common Elements or any Unit affected thereby.

(c) The Declarant or its designee shall have an easement to use such portions of the Property as it may deem appropriate in connection with the sale of Units, including but not limited to the right to erect and install flagpoles, signs, banners and other means of advertising the availability of Units for sale in the Building.

12. Power of Attorney. As a condition of acquiring title to a Unit, the prospective owner thereof shall grant to the Board of Managers an irrevocable power of attorney, coupled with an interest, to, inter alia, acquire title to or to lease any Unit, the owner whereof desires to surrender, sell or lease such Unit, or which may be the subject of a foreclosure proceeding or other judicial sale, in the name of such Board of Managers or its designee, or is acquired or leased pursuant to a right of first refusal, on behalf of all Unit Owners, and subsequently to hold, convey, sell, assign, lease, mortgage or otherwise deal with any Unit so acquired or to sublease any Unit so leased by the Board of Managers.

13. Acquisition of Units by Board of Managers. In the event that any Unit Owner shall surrender his Unit, together with: (i) the undivided Common Interest appurtenant thereto; and (ii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively referred to as the "Appurtenant Interests"), pursuant to section 339-x of the Act; or in the event that the Board of Managers shall purchase from any Unit Owner who has elected to sell such Unit, such Unit together with the Appurtenant Interests pursuant to the By-Laws; or in the event that the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, then and in such events title to such Unit, together with its Appurtenant Interests, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease to any Unit leased by the Board of Managers, or its designee, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. Units Subject to Declaration, By-Laws and Rules and Regulations. This Declaration, and the By-Laws and Rules and Regulations of the Condominium, as such documents may be amended from time to time, shall bind all present and future Unit Owners, tenants, subtenants and occupants of the Units. The acceptance of a deed or conveyance for, the execution of a lease, sublease or occupancy agreement related to, or the commencement of occupancy in, a Unit shall constitute acceptance of this Declaration and the By-Laws and the Rules and Regulations, as such documents may be amended from time to time, and all such provisions shall be deemed to be covenants running with the Land and shall bind any person at any time having any interest or estate in such Unit, as if such provisions were incorporated in every deed, conveyance, lease, sublease or agreement therefor.

15. Alterations to Units. The Declarant or its designee with regard to any unsold Unit owned by the Declarant or its designee shall have the right, unless prohibited by the Act, without the vote or consent of the Board of Managers, the other Unit Owners, or the holders of mortgages on other Units, to: (i) make alterations or improvements in, to and upon any such unsold Unit; (ii) change the layout or number of rooms in, or otherwise reconfigure, any such unsold Unit; (iii) change the size or number of any contiguous unsold Units owned by the Declarant or its designee by subdividing or combining any such Units, and altering the boundary walls or lines between any such Units or otherwise; and (iv) reapportion among any such affected unsold Units their respective Common Interests to reflect their altered conditions, provided, however, that in all events such alterations or changes shall be done in compliance with all applicable laws, ordinances, rules and regulations, and the Board of Managers and the Unit Owners shall be held harmless from any liability resulting therefrom. The Common Elements appurtenant to each Unit shall have a permanent nature and shall not be altered or changed without the prior consent of all Unit Owners affected thereby. Such alterations or changes, if made, shall be disclosed in an amendment to the Offering Plan, and contract vendees, if any, pursuant to Purchase Agreements entered into with the Sponsor or its designee adversely affected by such alterations or changes shall be afforded the right to rescind their Purchase Agreements and receive a refund of any deposits theretofore made. The provisions of this Paragraph may not be changed, altered, amended or deleted without the prior written consent of the Declarant or its designee.

16. Termination. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawal from the provisions of the Act of the Property if authorized by the affirmative vote of Unit Owners owning not less than EIGHTY PERCENT (80%) in number and in aggregate Common Interest of all Units. In the event that withdrawal is so authorized, the Property shall be subject to an action in partition by any Unit Owner or any holder of a recorded lien against any Unit as if that portion of the Property were owned in common, in which event: the net proceeds, if any, of any sale shall be divided between the Unit Owners in accordance with their respective Common Interests, provided, however, that no payment shall be made to any Unit Owner until there has first been paid out of its share of such net proceeds the amount of any liens against its Unit, in the order of priority of filing of such liens, and such liens shall have been satisfied.

17. Excess Development Rights. The Property includes approximately 10,000 square feet of unused development rights ("Excess Development Rights"), which are commonly known as "air rights." The amount of Excess Development Rights is subject to change depending on the zoning regulation(s) then in effect when such rights are utilized or conveyed. The Excess Development Rights are being reserved by Declarant. In the event that Declarant elects to exercise its rights to the Excess Development Rights described herein, then the Condominium Board and the other Unit Owners shall cooperate in all reasonable respects relating to the construction of any resulting space or the sale or conveyance thereof, including, but not limited to, executing and delivering all applications, documents and consents pertaining thereto and reasonably required in connection therewith.

18. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect the validity, enforceability or effect of the remaining provisions of this Declaration and, in such event, the invalid provision shall be deemed severed from this Declaration and of no force and effect, and the remaining provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein. In the event that any provision necessary to cause this Declaration to be sufficient to submit the

Property to the provisions of the Act is missing from this Declaration, then such provision shall be deemed to be included herein as if fully set forth herein, for the purpose of submitting the Property to the provisions of the Act.

19. 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 have occurred.

20. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way limit or restrict the scope of this Declaration or the intent of any provision hereof.

20. Gender. The use of the masculine gender throughout this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice-versa, whenever the context shall so require.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of , 202 .

TWENTY-FIRST LOFTS, LLC, Declarant

By: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this day of , 202 before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A--DESCRIPTION OF LAND



First American Title Insurance Company of New York

Title No. 3008-190371

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BEING ALL BUT THE EASTERLY SIX INCHES OF THE LOT KNOWN AND DESIGNATED BY THE NUMBER 4 ON A CERTAIN MAP ENTITLED, "MAP OF PROPERTY BETWEEN FIFTH AND SIXTH AVENUES IN THE TWELFTH WARD IN THE CITY OF NEW YORK," BELONGING TO MARY STRIKER, DATED FEBRUARY 27, 1833, MADE BY EDWARD DOUGHTY, CITY OF SURVEYOR, AND FILED IN THE OFFICE OF THE REGISTER OF THE COUNTY OF NEW YORK AS MAP NUMBER 219, WHICH SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF TWENTY-FIRST STREET, DISTANT FOUR HUNDRED THIRTY-NINE FEET, EIGHT AND ONE-HALF INCHES WESTERLY FROM THE INTERSECTION OF THE NORTHERLY SIDE OF TWENTY-FIRST STREET AND THE WESTERLY SIDE OF FIFTH AVENUE; RUNNING

THENCE WESTERLY ALONG THE NORTHERLY SIDE OF TWENTY-FIRST STREET, TWENTY-FIVE FEET, SIX INCHES TO LOT NUMBER 3 ON SAID MAP;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF LOT NUMBER 3, NINETY-EIGHT FEET, NINE INCHES TO LOT NUMBER 15 ON SAID MAP;

THENCE EASTERLY ALONG SOUTHERLY SIDE OF SAID LOT NUMBER 15 TWENTY-FIVE FEET, SIX INCHES;

THENCE SOUTHERLY PARALLEL WITH THE DIVISION LINE BETWEEN SAID LOTS NUMBERS 3 AND 4, AND PART OF THE WAY THROUGH A PARTY WALL, NINETY-EIGHT FEET, NINE INCHES TO THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

SCHEDULE B--INFORMATION REGARDING UNITS

UNIT	TAX LOT	BUILDING LOCATION	APPROX. UNIT SQUARE FOOTAGE	APPROX. LIMITED COMMON ELEMENT SQUARE FOOTAGE	COMMON INTEREST	COMMON ELEMENTS IMMEDIATELY ACCESSIBLE
COMM		1st Floor	462	0	6.00%	
1		Cellar & 1st Floor	2,584	262	14.82%	
2		2nd Floor	2,082	0	13.34%	
3		3rd Floor	2,082	0	13.94%	
4		4th Floor	2,082	0	13.94%	
5		5th Floor	2,082	0	14.05%	
6 (PH)		6th & PH Floor	2,797	1,073		
					100.0000%	

In addition to the foregoing, Residential Unit 1 will have the exclusive use of the rear English basement garden comprising approximately 262 square feet and Residential Unit 6 (PH) will have the exclusive use of the private terraces located at the front and rear portions of the rooftop comprising approximately 1,073 square feet.

FORM OF CONDOMINIUM BY-LAWS

EXHIBIT C

BY-LAWS OF

THE IRON LOFTS CONDOMINIUM

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The premises located at 29 West 21st Street in the Borough of Manhattan, County, City and State of New York, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded simultaneously herewith in the Office of the Register of the City of New York, New York County. The following terms shall, for the purposes of these By-Laws, have the definitions ascribed to them in the Declaration: "Unit," "Building," "Common Elements," "Common Interests," "Declarant" (sometimes referred to herein as "Sponsor"), "Land," "Limited Common Elements," "Property," "Unit" and "Unit Owners."

Section 2. Applicability. The provisions of these By-Laws shall be applicable to the Condominium, the Units therein and the Unit Owners thereof, and to the respective use and occupancy thereof. These By-Laws, the Rules and Regulations (attached hereto as Schedule A and made a part hereof), and the Declaration, as each may be amended from time to time, shall bind and govern all present and future Unit Owners, mortgagees, tenants, subtenants and occupants of Units, and their employees, agents and servants, and any other person who may use the facilities of the Property, Land, Building or Condominium in any manner. The acceptance of a deed or other conveyance of a Unit, or the entering into of a lease, sublease or occupancy agreement relative to a Unit, or the commencement of occupancy of a Unit, shall constitute a binding acceptance by such grantee, tenant, subtenant or occupant of the provisions of these By-Laws, the Rules and Regulations, and the Declaration.

Section 3. Office. The offices of the Condominium and the Board of Managers thereof shall be located at the Property, or at such other place as shall be specified.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three persons designated by the Sponsor who shall hold office and exercise all powers and duties of the Board of Managers specified herein until the first meeting of Unit Owners called to elect managers. The Managers on the first Board of Managers need not be Unit Owners; however, on all subsequent Boards, all Managers (except for Managers designated or appointed by the Sponsor) shall be Unit Owners, the spouses or domestic partners of joint-name Unit Owners, the principals (or their designees) of business-entity Unit Owners, or the grantors or beneficiaries of Unit Owners that are trusts.

Upon the earlier to occur of: (i) the fifth anniversary of the first Unit closing, or (ii) the closing of title to Units having an aggregate Common Interest exceeding FIFTY PERCENT (50%), the then-existing Board of Managers shall resign and a new Board of Managers shall be elected at the first meeting of Unit Owners. The number of Managers to be elected commencing with the first meeting of Unit Owners shall be three (3), not more than two of whom shall be designated by the Sponsor. In addition to all designation rights granted herein, the Sponsor and its designee shall always have the additional right to vote the Common Interests appurtenant to Units owned by them.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) operation, care, upkeep and maintenance of the Condominium, the Common Elements and any Limited Common Elements.

(b) determination of the Common Charges and Common Expenses required for the operation and maintenance of the Condominium.

(c) collection from the Unit Owners of the Common Charges and Special Assessments of the Condominium.

(d) employment and dismissal of the personnel necessary for the maintenance and operation of the Condominium.

(e) adoption and amendment of the Rules and Regulations governing the operation and use of the Condominium.

(f) opening and maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) purchasing, leasing or otherwise acquiring in the name of the Board of Managers, or its designee, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Unit Owners to the Board of Managers.

(h) purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, on behalf of all Unit Owners.

(i) acquiring in the name of the Board of Managers, or its designee, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Condominium, as described in the Declaration and these By-Laws.

(j) selling, leasing, mortgaging, or otherwise dealing with Units acquired, and subleasing Units leased, by the Board of Managers or its designee, on behalf of all Unit Owners (including, without limitation, the Commercial Unit).

(k) organizing corporations to act on behalf, or as designees, of the Board of Managers.

(l) obtaining insurance for the Condominium or any component thereof, including the Units, pursuant to the provisions of Article V, Section 2 hereof.

(m) making repairs, additions and improvements to or alterations of the Property and making of repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) borrowing money on behalf of the Condominium when required in connection with its operation, care, upkeep and maintenance, provided, however, that: (1) no borrowing in excess of $100,000 in the aggregate shall occur without the prior consent of a majority of Unit Owners, in number and in aggregate Common Interest, and (2) no lien to secure repayment of any sum borrowed may be created against any Unit or its Common Interest without the consent of the Unit Owner of such Unit. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority herein is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof equal to his Common Interest shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit owned by such Unit Owner. Notwithstanding anything to the contrary set forth herein, the consent of the Unit Owners is not required in connection with financing of the Commercial Unit by the Board of Managers.

(o) levying and collecting fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Condominium.

(p) adjusting and settling claims under insurance policies obtained pursuant to Article V, Section 2 hereof and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners.

(q) filing, prosecuting, negotiating and settling, on behalf of all Unit Owners, tax certiorari petitions and appeals for the purpose of reducing the assessed valuations of, and/or the real estate taxes due with regard to, all Units.

(r) notwithstanding anything to the contrary in these By-Laws, as long as the Sponsor or any designee shall own a Unit, but in no event for a period in excess of two years from the closing of title to the first Unit, the Board of Managers may not, without the prior written consent of the Sponsor or its designee:

(1) make any addition, alteration or improvement to the Common Elements or to any Unit;

(2) assess any Common Charge for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund except that the Sponsor will consent to replacements to the Reserve Fund provided for in Schedule B of the Offering Plan for the Condominium;

(3) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient);

(4) amend the Declaration or these By-Laws so as to increase the number of Managers or in any other way adversely affect the Sponsor or its designee; or

(5) interfere with: the offer and sale or leasing of Units; operation of general or sales and leasing offices on the Property; or actions necessary for construction, renovation, repair or correction on the Property, as deemed necessary by the Sponsor.

The Sponsor or its designee shall have the right to withhold its consent to any of the foregoing actions, for any reason or for no reason. However, notwithstanding the provisions of this subsection, the Sponsor or its designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required in order to comply with law.

Section 3. Managing Agent. The Board of Managers may employ a Managing Agent (including an entity organized or controlled by the Sponsor or its designee) for the Condominium at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to such Managing Agent all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (g), (h), (i), (j), (k), (n) and (p) of Section 2 hereof.

Section 4. Removal. Any Manager (other than a Manager designated or elected by the Sponsor or its designee) may be removed for cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceeds FIFTY PERCENT (50%), and may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceeds SIXTY SEVEN PERCENT (67%), of the total Common Interest. A successor shall then be elected by the Unit Owner that was represented by such Manager. A Manager designated or elected by the Sponsor or its designee may be removed only by the Sponsor or its designee, and the vacancy thus created shall be filled only by the Sponsor or its designee. No Manager not designated by the Sponsor or its designee shall continue to serve on the Board if he shall cease to be an Unit Owner, spouse or domestic partner of a joint-name Unit Owner, principal (or his designee) of a business-entity Unit Owner, or the grantor or beneficiary of an Unit Owner that is a trust.

Section 5. Vacancies. A vacancy in the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Unit Owners shall be filled by the Unit Owner that was represented by such Manager.

Section 6. Organization meeting. The first meeting of the Board of Managers following each annual meeting of the Unit Owners shall be held immediately thereafter, at such time and place as shall be fixed by the Unit Owners. At the meeting at which the Board of Managers shall have been elected, no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by the Managers, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, by mail, telegraph, telefax, email, or telephone, at least three business days prior to the day specified for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Managers may be called by the President on three business days' notice to each Manager, given by mail, telegraph, telefax, email, or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Managers.

Section 9. Waiver of Notice. Any Manager may at any time waive in writing notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof. Any one or more Managers may participate in a meeting of the Board by means of a conference telephone, email, or similar communications equipment allowing all persons participating in the meeting to hear or otherwise communicate with each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Managers, the presence of a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Managers present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board.

Section 11. Fidelity Bonds. If they deem it advisable, the Board of Managers shall obtain fidelity bonds in sufficient amounts for all officers and employees of the Condominium and of any Managing Agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 12. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Managers against all liability arising from their acts as, or by reason of the fact that such person was, a member of the Board of Managers. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as its Common Interest bears to the aggregate Common Interest of the Condominium. Every agreement made by the Board of Managers or by the Managing Agent on behalf of the Condominium shall be made with the understanding that the members of the Board of Managers, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as its Common Interest bears to the aggregate Common Interest of the Condominium.

Section 14. Committees. The Board of Managers may by resolution create such committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The President of the Condominium shall appoint the members of such committees, provided, however, that the Sponsor or its designee shall have the right to designate a member of any committee so created, for as long as the Sponsor or its designee shall have the right to designate a Manager.

ARTICLE III

UNIT OWNERS

Section 1. Annual Meetings. Not later than 30 days after the closing of title to Units having an aggregate common interest of FIFTY PERCENT (50%), but in no event later than the fifth anniversary of the first Unit closing, the Sponsor shall call a special meeting of the Unit Owners for the purpose of electing the Board of Managers of the Condominium. At such meeting, the members of the existing Board of Managers shall resign, and a new Board shall be elected. Thereafter, annual meetings shall be held in or about June of each succeeding year, at which meetings there shall be elected the Board of Managers further pursuant to Article II, Section 1 of these By-Laws. At such meetings, the Unit Owners may also transact such business of the Condominium as shall properly come before them.

Section 2. Place of Meetings. Meetings of Unit Owners shall be held at the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. The President shall call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers, or upon a petition signed and presented to the Secretary by Unit Owners owning not less than THIRTY FIVE PERCENT (35%) of the aggregate Common Interest of the Condominium. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business

shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten but not more than forty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the Building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, or for any other valid reason, the Unit Owner(s) present at such meeting, either in person or by proxy, may adjourn the meeting to such other time and date as shall be suitable.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Board of Managers and Managing Agent.
(f) Reports of committees.
(g) Appointment of inspectors of election.
(h) Election of members of the Board of Managers (when so required).
(i) Unfinished business.
(j) New business.

Section 7. Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation, partnership, limited liability company, or other business entity, or in the name of a trust or other fiduciary, or a non-profit organization. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this section. This provision shall not constitute consent to any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. Voting. The aggregate votes of the Condominium shall be 1,000,000. The Unit Owner of each Unit (including the Sponsor or its designee, with regard to Units owned by the Sponsor or its designee), or some person designated by such Unit Owner to act as proxy on its behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating. Any such Unit Owner may also be present at any such meeting of the Unit Owners. The Unit Owner of each Unit (including the Sponsor or its designee, with regard to Units owned by the Sponsor or its designee) shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit owned by it on all matters put to a vote at all meetings of Unit Owners, including when voting for the election of members of the Board of

Managers. Nothing herein shall be construed so as to grant to any Unit Owner the right to cumulate its votes in favor of any one or more members to be elected at any election of Managers. If Units are owned by more than one person as joint tenants, tenants by the entirety or as tenants in common, or by a partnership, corporation, limited liability company or other entity, the persons, or the persons comprising the entity, owning said Unit shall agree among themselves and cast unified votes for such Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. Majority of Unit Owners. As used in this Article, the term "majority of Unit Owners" (or words of similar import) shall mean those Unit Owners having greater than FIFTY PERCENT (50%) of the total authorized votes of all Unit Owners, present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of this Article.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning not less than FORTY PERCENT (40%) in aggregate Common Interest shall constitute a quorum at all meetings of the Unit Owners.

Section 11. Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. Action Without Meeting. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may also appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be advisable. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers, and shall hold office at the pleasure of the Board of Managers or until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular meeting, or special meeting called for that purpose, of the Board of Managers.

Section 4. President. The President shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and the Board of Managers, and shall have all general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees.

Section 5. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Managers, shall have charge of such books and papers as the Board of Managers may direct; and shall, in general, perform all the duties incident to the office of the secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities, shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for the preparation of all required financial data, for the deposit of all monies and other valuable effects in the name of the Board of Managers, in such depositories as may from time to time be designated by the Board of Managers, and shall, in general, perform all duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer of the Condominium, or by such other person, as may be designated by the Board of Managers from time to time.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. Liability of Officers. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II, Section 13 hereof.

ARTICLE V

OPERATION OF THE CONDOMINIUM

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to

meet the Common Expenses of the Condominium, and allocate and assess such Common Charges and Expenses among the Unit Owners according to their respective Common Interests or otherwise as set forth on Schedule B and the footnotes thereto. Notwithstanding the foregoing or anything else to the contrary in these By-Laws, pursuant to section 339-m of the Act, the Board of Managers of the Condominium may specially allocate and apportion the profits and expenses of the Condominium, and the Common Charges payable with regard to the Units, based on special or exclusive use or availability or exclusive control of particular Units or Common Areas by particular Unit Owners, such that the Common Charges payable with regard to a Unit will be more or less than would have been otherwise derived based on the Common Interest percentage of such Unit.

The Common Expenses shall include all costs necessary to maintain the Property, including but not limited to the salaries and fringe benefits for any employees of the Condominium, the cost of common sewer charges, supplies, and insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 hereof. The Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for a Reserve Fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers, or its designee, on behalf of all Unit Owners, of any Unit whose Unit Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Units adequately. The Board of Managers shall also, where necessary, impose assessments or additional Common Charges in order to meet any unanticipated Common Expense. The Board of Managers shall advise the Unit Owners promptly in writing of the amount of Common Charges and Common Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based to the Unit Owners (and any mortgagee, if required).

The Sponsor or its designee shall be responsible for the Common Charges assessed against any Unit owned by it, from the date of the closing of the conveyance of title to any Unit, until the closing of the conveyance of title to such Unit to any person or entity other than the Sponsor or its designee.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance, subject to the prior written consent of the Mortgage Representative:

(1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Property (including all of the Units, Common Elements, and the fixtures and facilities appurtenant thereto, but excluding furniture, furnishings, floors, floor ceiling and wall coverings, equipment and other personal property and improvements supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than 80% of the full replacement cost of the Buildings, as approved by a fire

insurance company or qualified insurance broker; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit, subject, however, to the loss payment provisions in favor of the Board of Managers and any Insurance Trustee, as herein provided;

(2) workers' compensation insurance, if the Condominium shall have employees;

(3) if deemed advisable, a fidelity bond or bonds in sufficient amounts, to protect fully the interests of the Condominium, on the Managers and officers of the Condominium, and any Managing Agent, including any person handling or responsible for funds of the Condominium;

(4) disability benefits insurance if the Condominium shall have employees; and

(5) such other insurance as the Board of Managers may determine to be advisable.

All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if $100,000 or more), and that the total proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers and if more than $100,000 shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insureds to the extent as their interests shall also appear. They shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including any mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten days prior to the expiration of the then current policies.

The Board of Managers shall, if deemed advisable, also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the Managing Agent, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty, if 75% or more of the Building is destroyed or substantially damaged and within sixty (60) days at least SEVENTY FIVE PERCENT (75%) in aggregate Common Interest of all Unit Owners duly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, but not including floors or any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, equipment or improvements installed in the Units by Unit Owners or their predecessors), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Building is destroyed or substantially damaged and at least SEVENTY FIVE PERCENT (75%) in aggregate Common Interest of all the Unit Owners do not within sixty (60) days resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in order of the priority of such liens.

In the event that the insurance proceeds are insufficient to cover the cost of repairs and restoration, the deficit will be shared by the Unit Owners in proportion to their respective Common Interests.

Whenever in this Section the words “promptly repair” are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work.

Section 4. Payment of Common Charges. The Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against its Unit subsequent to a sale, transfer or other conveyance by it (made in accordance with the provisions of Article VII hereof) of such Unit, together with the Appurtenant Interests, as defined in Article VII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that its Unit is free and clear of liens and encumbrances other than permissible mortgages and the statutory lien for unpaid Common Charges, convey its Unit, together with the Appurtenant Interests, to the Board of Managers, or its designee, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by it of such

Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges assessed prior to the initial date of the auction for such foreclosure sale.

Section 5. Collection of Common Charges. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 6. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the maximum legal rate on such Common Charges from the due date thereof, together with such late charges as the Board of Managers may impose from time to time, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges. The Board of Managers shall have the right and duty to attempt to recover such Common Charges, together with interest and late charges thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner in default in payment of Common Charges shall not be permitted to vote at any regular or special meeting of Unit Owners, or be eligible, or have any person affiliated therewith be eligible, to serve on the Board of Managers or as an officer of the Condominium.

Section 7. Actions for Unpaid Common Charges. In any action brought by the Board of Managers to collect (or to foreclose a lien on a Unit) because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the Board of Managers shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. In any such action brought by the Board of Managers to recover a money judgment for unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the Board of Managers shall be entitled to the appointment of a receiver to collect the same.

Section 8. Statement of Common Charges. The Board of Managers, or the Managing Agent, shall promptly provide a Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit.

Section 9. Maintenance and Repairs.

(a) All maintenance of and repairs to any Unit or any Limited Common Element appurtenant thereto, ordinary or extraordinary, and to the doors (except painting the exterior side of Unit entrance doors), windows (except painting the exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures (except Common Elements) and air conditioning units within the Unit or belonging to the Unit Owner

shall be at the Unit Owner's expense, excepting to the extent that the same shall be structural in nature, or shall arise from the negligence, misuse or neglect of the Condominium, its agent, employee, contractor or invitee, in either of which case such expense shall be charged solely to the Board.

(b) All maintenance, repairs and replacements to the Common Elements, except with regard to non-structural components of any Limited Common Element, and all painting and decorating of the exterior side of Unit entrance doors and windows, shall be made by the Board of Managers and shall be charged to all Unit Owners as a Common Expense, excepting to the extent that the same arise from the negligence, misuse or neglect of a Unit Owner, its tenant, guest, licensee, employee, invitee or relative, in which case such expense shall be charged solely to such Unit Owner.

Section 10. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used for residential purposes, and such other lawful purposes as may be permitted under applicable zoning laws, codes, ordinances and regulations, and the certificate of occupancy for the Building.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(c) No immoral, improper, offensive or unlawful use shall be made of a Unit, the Property or any part thereof, and all valid laws, zoning ordinances and applicable regulations shall be observed. Violations of laws, orders, rules or regulations relating to any portion of the Property shall be eliminated, by and at the sole expense of the Unit Owner, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) No portion of a Unit or Common Element appurtenant thereto (in contrast to the entire Unit including any Limited Common Elements appurtenant thereto pursuant to Article VII hereof) may be leased, and no transient may be accommodated therein.

Section 11. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not ordinary maintenance) costing in excess of $50,000 in any calendar year, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess the Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements to the Common Elements costing $50,000 or less in any calendar year may be made by the Board of Managers without the approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 12. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to a Unit without the prior written consent thereto of the Board of Managers, which consent will not be unreasonably

withheld. No Unit Owner shall make any addition, alteration or improvement in or to any Limited Common Element without the prior written consent thereto of the Board of Managers.

In the event the Board of Managers grants its consent to any structural addition, alteration or improvement to be made by an Unit Owner, the consent shall provide that any such work shall be at such Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or administrative laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage, and workers' compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by an Unit Owner for approval of such work.

The provisions of this Section, which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement, shall not apply to any Unit owned by the Sponsor or its designee, or to any Unit owned by a mortgagee, or to any Unit owned by the Board of Managers.

Section 13. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other Common Elements, common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than normal transit through them.

Section 14. Right of Access. A Unit Owner shall grant a right of access to its Unit, to the Board of Managers, the Managing Agent and any other person authorized by the Board of Managers or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in the Unit and threatening another Unit or a Common Element, or for the purpose of curing any violation of the provisions of these By-Laws, the Rules and Regulations promulgated hereunder, or the Declaration, or for the purpose of performing installations, alterations or repairs to the mechanical or other Common Elements in the Unit or elsewhere in the Building, provided that requests for entry are made on at least one business day's prior notice, and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article.

Section 15. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. Copies of such Rules and Regulations shall be furnished by the Board of Managers to each Unit Owner

prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Managers, are annexed hereto as Schedule A and made a part hereof.

Section 16. Water Charges and Sewer Rents. Water shall be supplied to all Units and the Common Elements through one or more building meters, and the Board of Managers shall pay, as a Common Expense, all charges for water consumed on the Property and in the Units, together with all sewer rents for the Property, promptly after the bills for the same shall have been rendered. Notwithstanding anything herein to the contrary, the Board of Managers shall have the right to install separate water meters for each of the Units to measure water consumption therein. In the event that water meters are, or shall be, installed for the Units, the Unit Owner(s) thereof shall be obligated to pay all charges for consumption, and any taxes related thereto, directly to the New York City government agency with jurisdiction thereover. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers on request of the selling Unit Owner shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 17. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter, or, at the option of the Board of Managers, through a master meter and a sub-meter for each Unit, and each Unit Owner shall be required to pay the bills for electricity consumed in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the Common Elements, as a Common Expense.

ARTICLE VI

MORTGAGES

Section 1. Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units." The failure by a Unit Owner to so notify, or to file with, the Board of Managers shall not affect the validity or lien of any such mortgage.

Section 2. Notice of Unpaid Common Charges. The Board of Managers shall promptly notify any such mortgagee that has requested same in writing of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each first mortgagee of record of such Unit that shall have requested same in writing. In the event that such notice of default sets forth a date by which any such noticed default shall be required to be cured, such first mortgagee shall have the right to cure such default within such period, but in no event less than thirty (30) days from the date of such notice.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times.

ARTICLE VII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. Sales and Leases. An Unit Owner who receives a bona fide offer for the sale of its Unit together with: (i) the undivided interest of the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of its Unit (such offer of sale or lease hereinafter called an "Outside Offer"), which it intends to accept, shall give written notice, sent by certified mail, return receipt requested, to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction, and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Board of Managers or its designee, on behalf of the Unit Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of all other Unit Owners, that such offering Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice from the offering Unit Owner, together with all such financial and other and further information as the Board of Managers may reasonably require, the Board of Managers, on behalf of all other Unit Owners, may elect, by written notice sent to such offering Unit Owner by certified mail, return receipt requested within five (5) days after the expiration of such twenty (20) day period, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, (or to cause the same to be purchased or leased, as the case may be, by its designee) on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event that the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, either in the name of the Board of Managers on behalf of all other Unit Owners, or in the name of a designee, title shall close or a lease shall be executed in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the offering Unit Owner, if such Unit together with the Appurtenant Interests is to be sold, shall convey the same to the Board of Managers on behalf of all other Unit Owners, or its designee, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all documentary stamps affixed, and shall pay all other transfer taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers on behalf of all other Unit Owners, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event that the Board of Managers shall decline, or shall fail to notify the offering Unit Owner of its decision to accept, such offer within the time periods set forth above, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within a further thirty (30) days after the expiration of the periods set forth above to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers, and that the Board of Managers shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of Condominium Unit lease promulgated by the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event that the offering Unit Owner shall not, within such additional thirty (30) day period, contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease its Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required again to comply with the terms and provisions of this Section.

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

Section 2. 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 the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such Interests, without including all such Interests, shall be deemed and taken to include the Interest or Interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such Interest or Interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 3. Release of Right of First Refusal. The right of first refusal contained in Section 1 of this Article may be released or waived by the Board of Managers on behalf of all Unit Owners in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such Section.

Section 4. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by or on behalf of the Board of Managers, stating that the provisions of Section 1 of this Article have been met by the offering Unit Owner, or have been duly waived by the Board of Managers on behalf of all other Unit Owners, and that the rights of the Board of Managers thereunder have terminated, shall be conclusive in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to an Unit Owner who has complied with the provisions of Section 1 of this Article or in respect to whom the provisions of such Section have been waived.

Section 5. Waiver of Right of Partition. In the event that a Unit shall be acquired by the Board of Managers on behalf of all other Unit Owners, or its designee, the Board of Managers or such designee shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease its Unit unless and until it shall have paid in full to the Board of Managers all unpaid Common Charges and other amounts theretofore assessed by the Board of Managers against such Unit and until it shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. Exceptions. The provisions of Section 1 of this Article shall not apply with respect to: (i) any Unit owned by the Sponsor or its designee, (ii) any sale, conveyance or lease of an Unit without consideration to the spouse, domestic partner, children or parents of an individual Unit Owner, or without consideration to an Affiliate of any non-individual Unit Owner, or (iii) the acquisition or sale of any Unit, together with the Appurtenant Interests, by a first mortgagee of record (or its designee) which shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this Section shall apply with respect to any purchaser of such Unit from such mortgagee.

Section 8. Gifts and Devises. Any Unit Owner shall be free to convey or transfer his Unit by gift (i.e., without consideration), or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. The Commercial Unit. Whenever the Board of Managers decides to sell the Commercial Unit, such sale shall require the approval of not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^2/_3$%) in number and in aggregate Common Interest of all Residential Unit Owners cast in person or by valid proxy at a meeting duly held in accordance with the provisions hereof or, in lieu of such meeting, any amendment may be approved in a writing signed by not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^2/_3$%) in number and in aggregate Common Interest of all Residential Unit Owners. Notwithstanding the foregoing, the sale of the Commercial Unit by the Board of Managers shall be subject to the approval of the Sponsor for so long as Sponsor owns an Unsold Unit in the Condominium, which may be withheld by Sponsor at its sole and absolute discretion.

ARTICLE VIII

CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers. The Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds pursuant to Section 3 of Article V hereof.

ARTICLE IX

RECORDS

Section 1. Records and Audits. The Board of Managers, or the Managing Agent, shall keep detailed records of the actions of the Board of Managers and the Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent public accountant, shall be rendered by the Board of Managers to all Unit Owners, and to each holder of a mortgage thereon requesting same.

ARTICLE X

NOTICES

Section 1. Definition. Any notice required to be given hereunder or under the provisions of the Declaration shall be in writing, personally delivered to the recipient thereof, or sent certified mail, return receipt requested, to the recipient at the Condominium or at such other address as shall have been theretofore furnished by the recipient; a copy of any notice of default shall also be sent by certified mail to a first mortgagee of record for such Unit, which shall have the right to cause such default to be cured within the applicable time period, but in no event less than thirty (30) days from the date of such notice. Unless otherwise stated, notice shall be deemed to be effective upon receipt, if personally delivered, or on the fourth business day following mailing, if mailed.

Section 2. Waiver of Notice. Whenever any notice is required to be given hereunder or under the provisions of the Declaration, a written waiver thereof, signed by the person(s) entitled to receive such notice, whether before or after the time stated therein, shall be deemed a waiver thereof.

ARTICLE XI

MISCELLANEOUS

Section 1. Invalidity. The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the neuter, and the use of the singular shall be deemed to include the plural, and vice-versa, whenever the context shall so require.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee. The Insurance Trustee shall be such bank, trust company, or savings and loan association in the State of New York, as may be designated by the Board of Managers. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. Definition of "Mortgagee." As used in these By-Laws, the term "mortgagee" or "holder of first mortgage" shall mean a first mortgagee of record against a Unit.

Section 7. Definition of "Mortgage Representative." The Mortgage Representative, if any, shall be a first mortgagee of record with regard to a Unit that may be elected or designated by all first mortgagees of record against with regard to the Units. Whenever the approval of all first mortgagees of record is required under these By-laws or the Declaration, the decision of the Mortgage Representative shall be binding upon all first mortgagees of record.

Section 8. Non-Default. Neither the Condominium nor the Board of Managers shall take any action, or fail to take any action, which taking or failure, as the case may be, shall constitute an event of default under a first mortgage of record against any Unit.

ARTICLE XII

AMENDMENTS TO THE BY-LAWS

Section 1. Amendment to By-Laws. Amendments to these By-Laws shall be effective only if approved by the vote of not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^{2}/_{3}$%) in number and in aggregate Common Interest of all Unit Owners cast in person or by valid proxy at a meeting duly held in accordance with the provisions hereof or, in lieu of such meeting, any amendment may be approved in a writing signed by not less than SIXTY-SIX AND TWO-THIRDS PERCENT (66-$^{2}/_{3}$%) in number and in aggregate Common Interest of all Unit Owners. For so long as the Sponsor or its designee shall own a Unit, these By-Laws may not be amended in a manner which would adversely affect the interests of the Sponsor or its designee without the written consent of the Sponsor or its designee. Each such amendment to these By-Laws shall not be valid unless duly recorded.

ARTICLE XIII

CONFLICTS

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or with the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

SCHEDULE A

RULES AND REGULATIONS OF

THE IRON LOFTS CONDOMINIUM

1) No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes. This Rule shall not apply to any Unit owned by the Sponsor or its designee.

2) No exterior windows or doors of any Unit or any portions of the Common Elements shall be painted or decorated by any Unit Owner or in any manner without prior written consent of the Board of Managers. This Rule shall not apply to any Unit owned by the Sponsor or its designee.

3) No furniture, equipment, or other personal articles shall be placed in entrances, stairways, or other Common Elements.

4) No Unit Owner shall make or permit any noise or objectionable odor that will unreasonably disturb or annoy the other occupants of the Building or do or permit anything to be done therein which will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners.

5) Each Unit Owner shall keep its 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 substances.

6) No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements without the prior consent of the Board of Managers. This Rule shall not apply to any Unit owned by the Sponsor or its designee.

7) No sign, item or other thing shall be projected out of any window of any Unit without the prior consent of the Board of Managers. This Rule shall not apply to any Unit owned by the Sponsor or its designee.

8) All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles, in accordance with all applicable recycling laws and requirements, intended for such purpose only at such times and in such manner as the Board of Managers may direct. Any fine, penalty or expense incurred by, or imposed on, the Board of Managers arising from the non-compliance with any recycling law shall be paid by the Unit Owner whose actions gave rise thereto.

9) Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damages resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

10) No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without the prior written consent of the Board of Managers.

11) No bird or animal shall be kept or harbored in the Building without the prior written consent of the Board of Managers in each instance. This Rule shall not apply to any Unit owned by the Sponsor or its designee. Any consent granted therefor may be revoked by the Board of Managers if such bird or animal shall constitute a nuisance, or shall unreasonably disturb other residents of the Building.

12) No radio or television aerial, satellite dish, or other signal-receptive device shall be attached to or hung from the exterior of the Building without the written consent of the Board of Managers, except that the foregoing restriction shall not apply to any Unit owned by the Sponsor or its designee. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

13) The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or these Rules and Regulations.

14) The Board of Managers may retain a passkey to each Unit. No Unit Owner shall alter any lock on any door leading into a Unit without the prior consent of the Board of Managers. If such consent is given, the Unit Owner shall provide the Board of Managers with a key for their use.

15) No Unit Owner, and no visitor, guest, patient, employee or any client of a Unit Owner, shall be allowed in any common area on the roof on in the basement or any sub-basement of the Building, without the express permission of the Board of Managers.

16) All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Unit Owner responsible for the presence of such article.

17) No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit.

18) No Unit Owner or other person shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

19) Any damage to the Building or Common Elements caused by a Unit Owner, its guests, visitors, clients, patients or employees shall be repaired at the expense of such Unit Owner.

20) No Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

21) No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements not designated as such be used for storage purposes by a Unit Owner; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

22) These Rules and Regulations may be amended or revoked at any time by the Board of Managers, pursuant to the By-Laws.

FORM OF INTERIM LEASE

INTERIM LEASE AGREEMENT

Agreement made as of , between TWENTY-FIRST LOFTS, LLC, with offices at 90 Greene Street, #4, New York, New York 10012 (the "Seller") and , currently residing at (the "Purchaser" or "Occupant").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have entered into a certain Contract of Sale (the "Contract"), dated , relating to the sale by Seller to Purchaser of condominium Unit # (the "Apartment") in the building known as 29 West 21st Street, New York, New York (the "Premises"); and

WHEREAS, Seller and Purchaser agree that Occupant will be allowed to obtain possession of the Apartment during the period commencing on but not before and expiring on the date that the Purchaser takes title to the Apartment, but in no event later than thirty days from the termination of the Contract as may be defined in the Contract (the "Occupancy Period").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Seller, Purchaser and Occupant hereby agree as follows:

1. Seller hereby grants a license to Occupant to obtain early possession of the Apartment and to keep such of Occupant's personal property (the "Personal Property") as has been agreed upon in the Apartment during the term of this license. The within license shall terminate on the closing of title to the premises pursuant to the Contract or upon Purchaser's uncured default under or other termination of the Contract.

2. Occupancy of the Apartment shall be at Purchaser's sole risk. Purchaser hereby indemnifies Seller against any and all claims, present and future, asserted against Seller, arising out of or in connection with the terms of this License Agreement, including, without limitation, any claims arising out of or in connection with any damage, theft or loss that may occur to the Premises or the Apartment.

3. During the Occupancy Period, Purchaser shall pay to Seller the sum of $ per month, in consideration of the Seller allowing the Occupant to obtain possession of the Apartment, which amount shall be in addition to the entire purchase price under the Contract, and not in lieu of any portion of the purchase price. During the Occupancy Period, Purchaser shall also pay or cause to be paid all charges for heat, gas, electricity, light, cable television, telephone or any communication or utility service used in or rendered or supplied to the Apartment and shall indemnify Seller and save her harmless against any liability or damages on such account. The Seller shall be responsible for common charges and real estate taxes, both to the extent then applicable.

4. Purchaser shall indemnify and hold Seller harmless from any and all claims, liabilities, damages, judgments, losses and other costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) that may arise out of or in connection with any damage or injury to any person or property relating to (i) Occupant's use and occupancy of the Apartment during the terms of this License Agreement; (ii) the removal of the Personal Property from the Apartment, whether caused by Seller pursuant to the provisions of Paragraph 6 hereof, or by Purchaser; or (iii) the storage of the Personal Property, if caused by Seller, pursuant to the provisions of Paragraph 6 hereof.

5. Unless the Occupancy is terminated by reason of the closing of title, Purchaser shall, at its sole cost and expense, remove all furniture and furnishings from the Apartment (except as may otherwise be set forth in the Contract) on or before the last day of the Occupancy Period, leave the Apartment in a broom-clean condition and vacant, deliver the Apartment to Seller in the same condition as exists on the date hereof and repair any damage caused to the Apartment as a result of such occupancy or in vacating therefrom.

6. Unless the Occupancy is terminated by reason of the closing of title, if Occupant shall fail to vacate the Apartment and to remove the Personal Property from the Apartment prior to or within thirty days of the expiration of the Occupancy Period:

a. Purchaser and Occupant agree and consent to the entry of a judgment of eviction and the forthwith issuance of a warrant of dispossession, in accordance with, and subject to, applicable law;

b. Seller shall have the right to call any licensed reputable moving and storage company (the "Moving Company") to move the Personal Property out of the Apartment and to place the Personal Property in storage in New York City at Purchaser's sole cost and expense; and

c. Purchaser shall pay to Seller the additional sum of $250 per diem as liquidated damages for each day after the expiration of the Occupancy Period that Purchaser remains in possession.

7. Seller represents and warrants that, as of the Closing Date, no person or entity other than Purchaser shall have any right of tenancy in or right to occupy or use all or part of this Apartment, and Purchaser hereby agrees that he/she will not grant any such right during the Occupancy Period. The representation contained herein shall survive the closing.

8. As security for Purchaser's compliance with the terms of this Agreement, Purchaser has deposited the amount of $[ ] (not more than one months' rent) with Seller as a security deposit, to be held in a non-interest bearing account, to be used in the event that Purchaser shall breach the lease terms hereof.

9. At closing of title, or if Occupant vacates the Apartment and removes the Personal Property from the Apartment prior to or at the expiration of the term of the Occupancy Period and no damage for injury has been caused hereby, Purchaser shall be entitled to receive a refund of the security deposited pursuant to paragraph 8 hereof.

10. Simultaneously with the execution of this Agreement, Purchaser shall pay the use and occupancy from through ($)

together with first month's use and occupancy ($), an administrative fee due to Seller or its designee and ($), and Seller's attorney's fee in the sum of $ payable to Cozen O'Connor, for the preparation of this Agreement.

11. Any uncured default by the Purchaser under the Contract will constitute a default under this Agreement entitling Seller, at its option to terminate this Agreement as set forth above. An uncured default by the Purchaser under this Agreement will constitute a default under the Contract. However: (i) Seller must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit under the Contract may be declared, and (ii) before Seller may utilize a default under this Agreement to declare a default under the Contract, Seller must either obtain An an order of eviction or other judgment or order from a court or agency of competent jurisdiction against Purchaser, unless Purchaser has already vacated the Apartment.

12. This Agreement shall not be binding on Seller until it has executed this Agreement.

13. Seller's receipt of payments under this Agreement shall not limit in any way any moneys (for penalties for late closing, or otherwise) to which Seller may be entitled to under the Contract.

14. Purchaser has been given an opportunity to inspect the Unit prior to occupancy under this License Agreement. Said inspection is in lieu of the right to an inspection granted under the Contract. Purchaser specifically waives Purchaser's right to a pre-closing inspection under said Paragraph and agrees to accept the premises in its condition at the time of Purchaser's occupancy.

15. Purchaser shall have the right to perform the following work between the date of occupancy and closing: [_____]

16. All of the foregoing work shall be at Purchaser's sole cost and expense, during the Occupancy Period. Purchaser shall, prior to the commencement of any work, supply Seller with insurance certificates from any contractor or sub-contractor performing said work, naming Seller, its related entities, the Condominium, and the managing agent as insureds. Said certificates shall be received by Seller prior to the commencement of any work. Purchaser further agrees that the work to be performed will be during the hours of 9:00 AM-4:00 PM, on non-holidays, Monday through Friday. Purchaser shall be responsible to make sure that contractors properly prepare the Unit to as to minimize the debris and/or and odor that may enter the common areas or other units. Purchaser shall be responsible for any damage to or the cleaning of common areas as a result of this work. Purchaser shall, prior to the commencement of work, deposit with Seller the sum of $ prior to the commencement of the work as security for damages which may arise to the common areas as a result of Purchaser's work.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

TWENTY-FIRST LOFTS, LLC

By:

_____
Purchaser/Occupant

_____
Purchaser/Occupant

AGREED TO WITH RESPECT TO
ESCROW PROVISIONS ONLY:

COZEN O'CONNOR

By:

CERTIFICATIONS

CERTIFICATION BY SPONSOR AND PRINCIPALS

THE IRON LOFTS CONDOMINIUM

29 WEST 21ST STREET, NEW YORK, NEW YORK

We are the Sponsor and the principals of Sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I/we:

(1) knew the truth;

(2) with reasonable effort could have known the truth;

(3) made no reasonable effort to ascertain the truth; or

(4) 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.

We declare and 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 the date indicated below.

Dated: 17th October, 2022

SPONSOR: TWENTY-FIRST LOFTS, LLC

BY: _____
Name: Pauline Oudin
Title: Authorized Signatory

PRINCIPALS OF SPONSOR:

_____
Name: Pauline Oudin
Title: Principal

_____
Name: Nicolas Oudin
Title: Principal and Managing Member

LEGAL\59971768\1

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

On the 17th day of October in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Pauline Gave Oudin Nicolas Oudin personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Chloe Collins

CHLOE COLLINS
Notary Public - State of Florida
Commission # HH 103735
Expires on March 11, 2025

Notarized online using audio-video communication

Notary Public

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

On the 17th day of October in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Pauline Gave Oudin Nicolas Oudin personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Chloe Collins

CHLOE COLLINS
Notary Public - State of Florida
Commission # HH 103735
Expires on March 11, 2025

Notarized online using audio-video communication

Notary Public

LEGAL\59971768\1

JG Neukomm Architecture

CERTIFICATION OF SPONSOR'S ENGINEER OR ARCHITECT
PURSUANT TO 13 NYCRR SECTION 20.4

Real Estate Finance Bureau
New York State Department of Law
28 Liberty Street
New York, New York 10005

Re: The Iron Lofts Condominium
29 West 21st Street, New York, New York

The undersigned, an architect registered in New York State, hereby certifies as follows:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained my firm to prepare a report disclosing the renovation of the property (the "Report"). I visually inspected the property numerous times, including but not limited to May 13, 2022, and prepared the Report dated September 19, 2022, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I understand that 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 Report.

I 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.

I certify that the Report:

(1) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of the renovation, provided that the renovation is in accordance with the plans and specifications that I examined;

(2) in my 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 renovation, provided that the renovation is in accordance with the plans and specifications that I examined;

(3) does not omit any material fact;

(4) does not contain any untrue statement of a material fact;

(5) does not contain any fraud, deception, concealment, or suppression;

(6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) does not contain any representation or statement which is false, where I:

(1) knew the truth;
(2) with reasonable effort could have known the truth;
(3) made no reasonable effort to ascertain the truth; or
(4) did not have knowledge concerning the representation or statement made.

62 WILLIAM STREET, 7TH FLOOR
NEW YORK, NY 10005

JGNeukomm Architecture

It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing the 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.

Jean-Gabriel Neukomm

New York County - NY

Sworn to before me this 20
day of September, 2022

Notary Public

TAREK M ELBARKATAWY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01EL6413650
Qualified in New York County
My Commission Expires 02-01-2025

62 WILLIAM STREET, 7TH FLOOR
NEW YORK, NY 10005

MQ PROPERTY MGMT LTD
52A West 8th Street
New York, NY 10011
212-598-4888 | info@mqmgt.com

CERTIFICATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20

August 9, 2022

New York State Department of Law
Bureau of Real Estate Financing
28 Liberty Street
New York, NY 10005

Re: *The Iron Lofts Condominium*
New York, New York

Dear Sirs:

Twenty-First Lofts, LLC, the Sponsor of The Iron Lofts Condominium ("Sponsor"), has retained this firm to prepare Schedule B containing projections of income and expenses for the first year of condominium operation (the "Schedule"). Our experience in this field includes management of the operation of comparable condominium and cooperative properties in Manhattan for over 26 years. MQ PROPERTY MGMT LTD is a licensed real estate brokerage and management firm actively involved in the management of over 40 cooperative and condominium properties since 1996.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

I certify that the projections in the Schedule appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedule:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

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New York, NY 10011
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(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 our firm is not owned or controlled by the Sponsor, although we do have a contractual arrangement with the Sponsor for the management of the building after the conversion, the terms of which are described in the Offering Plan. I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This certification is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

MQ PROPERTY MGMT LTD

By: Bohdan Milan
Principal

Sworn to before me this
9th day of August, 2022

O. Polyvyana
O. Polyvyana

Notary Public

OLHA POLYVYANA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PO6425264
Qualified in Queens County
Commission Expires November 15, 20 25

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52A West 8th Street
New York, NY 10011
212-598-4888 | info@mqmgt.com

PART 20: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

August 9, 2022

New York State Department of Law
Bureau of Real Estate Financing
28 Liberty Street
New York, NY 10005

Re: *Condominium Offering Plan*
The Iron Lofts Condominium
New York, New York

Twenty-First Lofts, LLC, the Sponsor of The Iron Lofts Condominium ("Sponsor"), has retained this firm to prepare Schedule B containing projections of common charges payable by the owners of the commercial unit for the first year of condominium operation ("Schedule B"). MQ PROPERTY MGMT LTD is a licensed real estate broker which has been engaged in the real estate brokerage and management business for over 26 years. During this entire period our firm has been involved in the cooperative/condominium field as an agent for approximately 40 established and newly formed cooperatives/condominiums.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed Schedule B as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial unit;

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New York, NY 10011
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(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the Sponsor, and we have no financial interest in this offering other than our fee for services rendered in connection with the preparation of Schedule B. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This certification is not intended as a guarantee or warranty of the common charges attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

MQ Property MGMT LTD

By: Bohdan Milan
Principal

Sworn to before me this
9th day of August, 2022
O. Polyvyana
Notary Public
O. Polyvyana

OLHA POLYVYANA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PO6425264
Qualified in Queens County
Commission Expires November 15, 2025

APPLICABLE LAW

LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2004

No. 1

Introduced by Council Members Perkins, Lopez, Quinn, Reed, Boyland, Rivera, Brewer, Jackson, Liu, Yassky, Barron, Reyna, Clarke, Sanders Jr., Recchia Jr., Vann, Katz, Gerson, Gioia, Baez, DeBlasio, Serrano, Foster, Monserrate, Jennings Jr., Seabrook, Addabbo Jr., Moskowitz, Koppell, Martinez, Gonzalez, Espada Jr., Gentile, Avella, Comrie Jr., Weprin, Nelson, James, the Speaker (Council Member Miller) and the Public Advocate (Ms. Gotbaum).

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to childhood lead poisoning prevention, including the avoidance and remediation of lead-based paint hazards in housing and day care facilities, the repeal of local law number 38 for the year 1999 and the repeal of subdivision h of section 27-2013 and section 27-2126 of such code.

Be it enacted by the Council as follows:

Section 1. This local law shall be known and may be cited as the New York City Childhood Lead Poisoning Prevention Act of 2003.

§2. Local law number 38 for the year 1999 is hereby REPEALED.

§3. Local Law number 1 for the year 1982 is hereby REPEALED.

§4. Local law number 50 for the year 1972 is hereby REPEALED.

§5. Subchapter 2 of chapter 2 of title 27 of the administrative code of the city of New York is amended by adding a new article 14 to read as follows:

Article 14

Lead Poisoning Prevention and Control

§27-2056.1 Statement of Findings and Purposes.

§27-2056.2 Definitions.

§27-2056.3 Owners' Responsibility to Remediate.

§27-2056.4 Owners' Responsibility to Notify Occupants and Investigate.

§27-2056.5 Presumption.

§27-2056.6 Violation in a Dwelling Unit.

§27-2056.7 Audit and Inspection by Department following Commissioner's order to abate.

§27-2056.8 Violation in a Dwelling Unit Upon Turnover.

§27-2056.9 Department Inspections.

§27-2056.10 Department Implementation and Enforcement.

§27-2056.11 Work Practices.

§27-2056.12 Reporting.

§27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene.

§27-2056.14 Request to the Department from the Department of Health and Mental Hygiene to Execute an Order Pursuant to § 17-147 of the Administrative Code.

§27-2056.15 Waiver of Benefit Void.

§27-2056.16 Exemption for Emergency Conditions.

§27-2056.17 Record Keeping Requirements.

§27-2056.18 Application of this article based on age of child.

§27-2056.1 Statement of findings and purposes. The council finds that lead poisoning from paint containing lead is a preventable childhood disease and a public health crisis. The council further finds that the hazard in

dwellings that may occur from paint containing lead is subject to many factors, such as the age of a building and its maintenance. The Council also finds and declares that City government must focus on primary prevention as the essential tool to combat childhood lead poisoning and to achieve the goal of preventing children from suffering the adverse health and other effects of exposure to lead-based paint. The pursuit of primary prevention, which means eliminating lead hazards before children are exposed, has been recommended by the United States Centers for Disease Control and Prevention and promoted by leading experts in the field as a critical course of action to protect the health of young children. The Council, therefore, declares that resources must be directed to primary prevention, including identifying children who are most at risk.

The council recognizes that it cannot legislate a single maintenance standard for all dwellings to eliminate this hazard. Instead, the council by enacting this article makes it the responsibility of every owner of a multiple dwelling to investigate dwelling units for lead-based paint hazards and to address such hazards on a case-by-case basis as the conditions may warrant, taking such actions as are necessary to prevent a child from becoming lead poisoned. Having established this responsibility, the council finds that sufficient information exists to guide owners in making determinations about the existence of lead-based paint hazards. See, e.g., United States environmental protection agency, "Identification of Dangerous Levels of Lead; Final Rule" Federal Register, Vol. 66, No. 4 (January 5, 2001); United States department of housing and urban development, "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997).

The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 5,638 were newly identified with elevated blood lead levels of 10 micrograms per deciliter or above. The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 653 were newly identified at or above the department's environmental intervention blood lead level, which is a blood lead level equal to or exceeding 20 micrograms per deciliter in a single test or two reported blood lead levels between 15 and 19 micrograms per deciliter at least three months apart, and has also reported an overall incidence of 931 children tested with blood lead levels equal to or exceeding 20 micrograms per deciliter. When a child is identified with environmental intervention blood lead levels, the city is obligated to investigate potential sources of the lead poisoning, incurring the expense of an environmental investigation and often times also incurring the expense of medical treatment and remedial education, if necessary. The council finds that these blood lead levels among New York city children constitute a severe health crisis and has established as its goal the elimination of childhood lead poisoning by the year 2010.

In addition, the department of health and mental hygiene has reported for the year 2001 that only 29% of children in New York city are tested both at age one and age two for the disease of lead poisoning even though the testing of all children at age one and age two is mandatory under state law. The council finds that improved screening among these children is critical since children at these ages are at greatest risk for lead poisoning. The council declares that it is reasonable and necessary to increase the rate of blood-lead testing. This local law requires the department of health and mental hygiene to report to the council on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels.

The council further finds that the administration and enforcement of the City's lead poisoning prevention programs can be better coordinated. While it is intended that the department of housing preservation and development remain the agency responsible for the implementation and enforcement of this article, it is also intended that the department of health and mental hygiene shall have a significant role in the promulgation and interpretation of rules and in the development of necessary procedures pursuant to this article.

§27-2056.2 Definitions. Whenever used in this article the following terms shall have the following meanings:

(1) "Chewable surface" shall mean a protruding interior window sill in a dwelling unit in a multiple dwelling where a child of applicable age resides and which is readily accessible to such child. "Chewable surface" shall also mean any other type of interior edge or protrusion in a dwelling unit in a multiple dwelling, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where an occupant has notified the owner that a child of applicable age who resides in that multiple dwelling has mouthed or chewed such edge or protrusion.

(2) "Common area" shall mean a portion of a multiple dwelling that is not within a dwelling unit and is regularly used by occupants for access to and egress from any dwelling unit within such multiple dwelling.

(3) "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including, but not limited to, rotted or decayed wood, or wood or plaster that has been subject to moisture or disturbance.

(4) "Friction Surface" shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion and abrade, scrape, or bind when in relative motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

(5) "Impact Surface" shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

(6) "Lead-based paint hazard" shall mean any condition in a dwelling or dwelling unit that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

(7) "Lead-based paint" shall mean paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997) and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

(8) "Lead-contaminated dust" shall mean dust containing lead at a mass per area concentration of 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the department of health and mental hygiene.

(9) "Lead-contaminated dust clearance test" shall mean a test for lead-contaminated dust on floors, window wells, and window sills in a dwelling, that is made in accordance with section 27-2056.11 of this article.

(10) "Peeling" shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

(11) "Remediation" or "Remediate" shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead-based paint, or other method approved by the commissioner of health and mental hygiene.

(12) "Rule" or "rules" shall mean a rule or rules promulgated pursuant to section 1043 of the New York city charter.

(13) "Turnover" shall mean the occupancy of a dwelling unit subsequent to the termination of a tenancy and the vacatur by a prior tenant of such dwelling unit.

(14) "Underlying defect" shall mean a physical condition in a dwelling or dwelling unit that is causing or has caused paint to peel or a painted surface to deteriorate or fail, such as a structural or plumbing failure that allows water to intrude into a dwelling or dwelling unit.

(15) "Window" shall mean the non-glass parts of a window, including but not limited to any window sash, window well, window jamb, window sill, or window molding.

§27-2056.3 Owners' Responsibility to Remediate. The existence of a lead-based paint hazard in any multiple dwelling where a child of applicable age resides is hereby declared to constitute a condition dangerous to life and health. An owner shall take action to prevent the reasonably foreseeable occurrence of such a condition and shall expeditiously remediate such condition and any underlying defect, when such underlying defect exists, consistent with the work practices established pursuant to section 27-2056.11 of this article, except where lead-contaminated

dust is present in such multiple dwelling and the department of health and mental hygiene has made a determination pursuant to paragraph six of subdivision c of section 27-2056.10 of this article.

§27-2056.4. Owners' Responsibility to Notify Occupants and to Investigate. a. In any dwelling unit in a multiple dwelling erected prior to January first, nineteen hundred sixty where a child of applicable age resides, and in any dwelling unit in a multiple dwelling erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight where a child of applicable age resides and the owner has actual knowledge of the presence of lead-based paint, and in common areas of such multiple dwellings, the owner shall cause an investigation to be made for peeling paint, chewable surfaces, deteriorated subsurfaces, friction surfaces and impact surfaces. Such investigation shall be undertaken at least once a year and more often if necessary, such as when, in the exercise of reasonable care, an owner knows or should have known of a condition that is reasonably foreseeable to cause a lead-based paint hazard, or an occupant makes a complaint concerning a condition that is likely to cause a lead-based paint hazard or requests an inspection, or the department issues a notice of violation or orders the correction of a violation that is likely to cause a lead-based paint hazard. The owner shall ascertain whether a child resides therein pursuant to the requirements of this section.

b. No occupant in a dwelling unit in such multiple dwelling shall refuse or unreasonably fail to provide accurate and truthful information regarding the residency of a child of applicable age therein, nor shall an occupant refuse access to the owner at a reasonable time and upon reasonable prior notice to any part of the dwelling unit for the purpose of investigation and repair of lead-based paint hazards.

c. All leases offered to tenants or prospective tenants in such multiple dwellings must contain a notice, conspicuously set forth therein, which advises tenants of the obligations of the owner and tenant as set forth in this section. Such notice must be in a manner approved by the department, the content of which shall, at a minimum, be in English and Spanish. The owner of such multiple dwelling shall provide the occupant of such multiple dwelling with the pamphlet described in subdivision b of section 17-179 of this code.

d. (1) The owner of such a multiple dwelling shall provide to an occupant of a dwelling unit at the signing of a lease, including a renewal lease, if any, or upon any agreement to lease, or at the commencement of occupancy if there is no lease, a notice in English and Spanish, the form and content of which shall be approved by the department of health and mental hygiene, inquiring whether a child of applicable age resides or will reside therein. If there is a lease, such notice shall be included in such lease or be attached as a rider to such lease. Such notice shall be completed by the occupant at the time of such signing of a lease, including a renewal lease, if any, or such agreement to lease, or at such commencement of occupancy.

(2) Where an occupant has responded to the notice provided by the owner pursuant to paragraph one of subdivision d of this section by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to subdivision e of this section during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead-contaminated dust.

e. (1) Each year, an owner of a multiple dwelling erected prior to January first, nineteen hundred sixty shall, no earlier than January first and no later than January sixteenth, except as provided for in subparagraph iii of paragraph two of this subdivision, present to the occupant of each dwelling unit in such multiple dwelling a notice inquiring as to whether a child of applicable age resides therein. Such notice, the form and content of which shall be approved by the department of health and mental hygiene, shall be presented as provided for in paragraph two of this subdivision, and shall be in English and Spanish.

(2) The owner may present the notice required by paragraph one of this subdivision by delivering said notice by any one of the following methods:

(i) by first class mail, addressed to the occupant of the dwelling unit;

(ii) by hand delivery to the occupant of the dwelling unit;

(iii) by enclosure with the January rent bill, if such rent bill is delivered after December fifteenth but no later than January sixteenth; or

(iv) by delivering said notice in conjunction with the annual notice required pursuant to section 17-123 of this code and the rules of the department of health and mental hygiene pertaining to the installation of window guards.

(3) (i) Upon receipt of such notice the occupant shall have the responsibility to deliver by February fifteenth of that year, a written response to the owner indicating whether or not a child of applicable age resides therein. If, subsequent to delivery of such notice, the owner does not receive such written response by February fifteenth, and does not otherwise have actual knowledge as to whether a child of applicable age resides therein, then the owner shall at reasonable times and upon reasonable notice inspect that occupant's dwelling unit to ascertain the residency of a child of applicable age and, when necessary, conduct an investigation in order to make that determination. Where, between February sixteenth and March first of that year, the owner has made reasonable attempts to gain access to a dwelling unit to determine if a child of applicable age resides in that dwelling unit and was unable to gain access, the owner shall notify the department of health and mental hygiene of that circumstance.

(ii) Where an occupant has responded to the notice provided by the owner pursuant to subparagraph (i) of this paragraph by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to this subdivision during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead contaminated dust.

(4) For calendar year two thousand four, an owner shall be deemed to have satisfied the provisions of paragraphs one through three of this subdivision if such owner delivers or has already delivered to each dwelling unit where a child under six years of age resides a notice identical or substantially similar to that required to have been delivered in calendar year two thousand three, (i) in the same manner as was required in calendar year two thousand three, and (ii) during the same periods of time in calendar year two thousand four as such notice was required to have been delivered during calendar year two thousand three.

f. The owner shall inform the occupant in writing of the results of an investigation undertaken pursuant to this section and shall provide a copy of any such report received or generated by an investigation. The owner shall retain a copy of each investigation report, for ten years from the date of such report and such report shall be made available to the department on request and shall be transferred by the owner to the owner's successor in title.

g. Any owner who violates the provisions of this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any violation of this section shall subject the owner to a civil penalty of not more than one thousand five hundred dollars per violation.

h. The department may, at its discretion, perform sample audits to determine compliance with the requirements of this section.

§27-2056.5 Presumption. a. In any multiple dwelling erected prior to January 1, 1960, it shall be presumed that the paint or other similar surface-coating material in any dwelling unit where a child of applicable age resides or in the common areas is lead-based paint. The presumption established by this section may be rebutted by the owner of the dwelling or dwelling unit by submitting to the department a sworn written statement by the owner supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the owner, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or any successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

b. The owner of a dwelling or a dwelling unit may apply to the department to have such dwelling or dwelling unit exempted from the presumption contained in subdivision a of this section when either (i) an inspection for lead-based paint in such dwelling or dwelling unit, performed in accordance with section 745.227 of title 40 of the code of federal regulations, or any successor regulation, has determined that there is no lead-based paint present in such dwelling or dwelling unit, or (ii) substantial alterations have been made to such dwelling or dwelling unit and such alterations have resulted in the removal or permanent covering of all lead-based paint in that dwelling or dwelling unit. The department shall by rule determine the requirements needed to qualify for such an exemption. Sections 27-2056.4, 27-2056.8 and 27-2056.9 of this article shall not apply to any dwelling or dwelling unit that has been granted an exemption by the department.

§27-2056.6 Violation in a Dwelling Unit. The existence of lead-based paint in any dwelling unit in a multiple dwelling where a child of applicable age resides shall constitute a class C immediately hazardous violation if such paint is peeling or is on a deteriorated subsurface.

§27-2056.7 Audit and inspection by department following commissioner's order to abate. a. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards in a specific dwelling unit in a multiple dwelling, the department, within fifteen days of such order, shall notify the owner of the multiple dwelling where the dwelling unit is located that the owner shall, within forty-five days of the department's notice, provide to the department all records required to be maintained under this article. Upon the department's receipt of those records and a determination that there may exist uncorrected lead-based paint hazards in dwelling units where a child of applicable age resides, the department within ten days shall attempt to inspect such units to determine whether there are any violations of section 27-2056.6 of this article.

b. If the owner does not provide to the department the records as mandated by subdivision a of this section, the department shall within forty-five days of such failure attempt to inspect dwelling units where a child of applicable age resides to determine whether there are any violations of section 27-2056.6 of this article in such units.

c. The department is not required to undertake the procedures specified in this section in a particular multiple dwelling if it has done so in such building during the prior twelve month period.

d. Any owner who fails to comply with the provisions of this section in accordance with the rules of the department shall be liable for a class C immediately hazardous violation, and a civil penalty in an amount not to exceed one thousand dollars.

§27-2056.8 Violation in a Dwelling Unit Upon Turnover a. Upon turnover of any dwelling unit in a multiple dwelling erected prior to January 1, 1960 or a dwelling unit in a private dwelling erected prior to January 1, 1960 where each dwelling unit is to be occupied by persons other than the owner or the owner's family, the owner shall within such dwelling unit have the responsibility to:

(1) remediate all lead-based paint hazards and any underlying defects, when such underlying defects exist;

(2) make all bare floors, window sills, and window wells in the dwelling unit smooth and cleanable;

(3) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all doors and door frames; and

(4) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all windows, or provide for the installation of replacement window channels or slides on all lead-based painted friction surfaces on all windows.

b. All work performed pursuant to this section shall be performed pursuant to the safe work practices promulgated pursuant to section 27-2056.11(a)(3) of this article.

c. Any owner who fails to comply with the provisions of subdivision a of this section, or the rules of the department of health and mental hygiene or the department promulgated pursuant to section 27-2056.11(a)(3) shall be liable for a class C immediately hazardous violation.

§27-2056.9 Department Inspections. a. When entering a dwelling unit in a multiple dwelling constructed prior to January 1, 1960 for the purpose of investigating the existence of any violation of this code, the department shall make diligent efforts to ascertain whether a child of applicable age resides therein and shall request from the occupant an acknowledgement as to whether such a child resides in the dwelling unit. Whenever a child of applicable age resides in a dwelling unit, the department shall immediately perform a room-by-room inspection of the dwelling unit and record for each room in a report of such inspection whether the paint or other similar surface-coating material in each room is peeling or intact. For each room where peeling paint is found, the department shall also inspect for evidence of an underlying defect and shall indicate on the inspection report the peeling paint's location within the room, the condition of the subsurface below it, and the location of any underlying defect. When performing such inspection, the department need only inspect those portions of the dwelling unit where furniture or other furnishings do not obstruct the view of a surface, except when there is visible evidence that causes the department to believe that the obstructed surface has peeling paint. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

b. In any dwelling unit in a multiple dwelling erected prior to January 1, 1960 where a child of applicable age resides, the department shall conduct an inspection pursuant to subdivision a of this section no later than ten days after the department's receipt of a complaint describing peeling paint, or a deteriorated subsurface or underlying defect in the dwelling unit. The department shall make diligent efforts to ascertain whether a child of applicable

age resides therein. Where the department attempts to perform an inspection of a dwelling unit within the time period required by this subdivision but is unable to gain access, the department shall be required to make a reasonable attempt to gain access to such dwelling unit within five days of such attempt. If the department is unable to gain access to that dwelling unit during this additional time period, the department shall provide written notice to the occupant of such dwelling unit that no further attempts at access shall be made unless a new complaint is submitted.

c. Each inspector who performs an inspection pursuant to subdivision b of this section shall use an x-ray fluorescence analyzer during the course of that inspection to determine whether lead-based paint is present in such dwelling unit except that, for reasons beyond the control of the department, such x-ray fluorescence analysis is unable to be performed during such inspection, the department shall rely on the presumption set forth in subdivision a of section 27-2056.5 of this article. Where peeling paint is found during an inspection of a dwelling unit performed pursuant to subdivision a of this section, the department shall within ten days thereafter perform another inspection of such dwelling unit using an x-ray fluorescence analyzer to determine whether lead-based paint is present in such dwelling unit. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

d. The pamphlet developed by the department of health and mental hygiene pursuant to section 17-179 of this code shall be left at the premises of the dwelling unit at the time of an inspection made by the department pursuant to this section.

e. The department shall develop a pamphlet listing the work practices to be established pursuant to section 27-2056.11 of this article. Such pamphlet shall be delivered by the department in conjunction with all notices of violation issued pursuant to paragraph one of subdivision l of section 27-2115 of this code. Failure to include such pamphlet with such notices of violation shall not render null and void the service of such notices of violation. Such pamphlet shall also be made available to any member of the public upon request.

f. Notwithstanding any other provision of law, failure by the department or the department of health and mental hygiene to comply with any time period provided in this article or section 27-2115 of this chapter relating to responsibilities of the department and the department of health and mental hygiene, shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

§27-2056.10 Department Implementation and Enforcement. a. The department shall provide appropriate training for lead-based paint inspection and supervisory personnel. Department personnel who conduct a visual inspection pursuant to this article shall receive training which at a minimum, shall be the training approved by the United States department of housing and urban development for performance of visual inspections. Department personnel who perform lead-based paint inspections using XRF machines shall receive training required by the United States environmental protection agency pursuant to section 745.226(b) of title 40 of the code of federal regulations or successor regulations. Training of all inspection and supervisory personnel shall also include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and require that the individual has successfully demonstrated knowledge of the requirements of this article. The department shall provide for the continuing education of inspection and supervisory personnel.

b. The department, with the approval of the department of health and mental hygiene, shall promulgate a comprehensive written procedure to guide department personnel in implementing and enforcing this article. Where feasible, such procedures shall establish a uniform method for the department of health and mental hygiene and the department, following the method implemented by the department of health and mental hygiene, to describe violations and identify their location in a dwelling or dwelling unit. Such procedures shall include a methodology and a form to be used by department personnel when conducting an inspection to carry out and record an inspection pursuant to section 27-2056.9 of this article.

c. The department shall promulgate rules for the implementation and enforcement of this article and to effect compliance with all applicable provisions of this article, rules promulgated thereunder, and all applicable city, state or federal laws, rules or regulations. Such rules shall be subject to the approval of the department of health and mental hygiene prior to their promulgation and shall include, but not be limited to, establishing:

(1) uniform specifications and procedures to govern testing, including a standardized format for reporting such testing results, whenever paint or a similar surface-coating material is tested for its lead content, whether by or on behalf of an owner or an agency of the city of New York;

(2) procedures by which an owner shall comply with section 27-2056.4 of this article, including the form and content of the annual notice;

(3) procedures by which an owner shall submit rebuttal documentation to the department pursuant to 27-2056.5 of this article;

(4) procedures by which an owner may apply to the department to postpone the date by which a violation shall be corrected pursuant to subdivision l of section 27-2115 of this code, including, but not limited to, the stabilization of the paint which is the subject of the violation where an owner requests a second postponement of time to correct a violation in accordance with subdivision l of section 27-2115 of this code; and

(5) procedures to implement and to enforce compliance with paragraph two of subdivision l of section 27-2115 of this code, which shall include, but not be limited to, the requirement that an owner certify to:

(i) the correction of a violation of this article of the code, and

(ii) compliance with the rules promulgated by the department pursuant to section 27-2056.11 of this code; and

(6) procedures to be established by the department of health and mental hygiene to order or provide for the expeditious cleanup and removal of lead-contaminated dust when the department of health and mental hygiene determines that there is lead-contaminated dust in a dwelling unit where a child of applicable age resides, such child has an elevated blood level, and the department of health and mental hygiene determines that the source of that lead-contaminated dust is not a condition of the dwelling in which such dwelling unit is located.

§27-2056.11 Work Practices.

a. The department shall promulgate rules, with the approval of the department of health and mental hygiene, establishing work practices to which an owner shall be subject in each of the following circumstances:

(1) where an owner is performing work in order to comply with a notice of violation or order to correct issued by the department pursuant to this article, which shall be no less stringent than the safety standards required by the commissioner of health and mental hygiene whenever such commissioner shall order the abatement of lead-based paint hazards pursuant to section 173.13 of the health code or a successor rule. Such rules shall provide for temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall provide that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations, or any successor regulations.

(2) where an owner, other than in response to an order to correct or notice of violation issued by the department or the department of health and mental hygiene, is performing work that will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child of applicable age resides or in the common area of the multiple dwelling in which such dwelling unit is located, where such multiple dwelling was erected prior to January first, nineteen hundred sixty, or where the owner has actual knowledge of the presence of lead-based paint and such multiple dwelling was erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight.

(i) Except as provided in subparagraph (ii) of this paragraph, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely.

(ii) Where such work will disturb more than one hundred square feet of lead-based paint or paint of unknown lead content in a room in a multiple dwelling, or will involve the removal of two or more windows with lead-based paint or paint of unknown lead content, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto, or a successor rule, and shall include a requirement that lead-

contaminated dust clearance testing be performed at the completion of such work. Such rules shall also require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall require, in addition, that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations for the abatement of lead hazards, or any successor regulations. Such rules shall also provide that not less than ten days prior to the commencement of such work the owner of the premises, or the firm, shall file with the department of health and mental hygiene a notice of commencement so that the department of health and mental hygiene may, at its discretion, perform sample audits of such notices to determine that the firms performing the work are properly certified. Such notice shall be signed by the owner or by a representative of the firm , and shall be in a form satisfactory to or prescribed by the department of health and mental hygiene, and shall set forth at a minimum the following information:

(a) The address of the multiple dwelling and the specific location of the work within the multiple dwelling.

(b) The name, address and telephone number of the owner of the multiple dwelling in which the work is to be performed.

(c) The name, address and telephone number of the firm which will be responsible for performing the work.

(d) The date and time of commencement of the work, working or shift hours, and the expected date of completion; and

(e) Identification of the surfaces and structures, and surface area, subject to the work.

The rules shall also provide that any changes in the information contained in the notice shall be filed with the department of health and mental hygiene prior to commencement of work, or if work has already commenced, within twenty-four hours of any change. The rules shall provide that a copy of the notice of commencement shall be posted at the work site.

(iii) The provisions of this paragraph shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

(3) where an owner is performing work on turnover pursuant to 27-2056.8 of this article. Such rules shall include, but not be limited to, requiring lead-contaminated dust clearance tests at the completion of such work.

b. No person shall perform a lead-contaminated dust clearance test pursuant to this section unless such person is a third-party, who is independent of the owner and any individual or firm that performs the work, and has successfully completed a course approved or administered by the department of health and mental hygiene or by the United States environmental protection agency or the United States department of housing and urban development and obtained a certificate or other document issued by or acceptable to the department of health and mental hygiene.

c. The department, with the approval of the department of health and mental hygiene, shall promulgate rules requiring that all lead-contaminated dust clearance tests submitted to a laboratory for analysis include a sworn certification that such test was performed in compliance with all applicable rules and regulations and shall include any additional information that the department shall determine is necessary for the administration and enforcement of this section.

d. Where an owner is performing work pursuant to paragraph (1) of subdivision a of this section, all lead-contaminated dust clearance test results shall be filed with the department, and a copy shall be provided by the owner to the occupant of the dwelling unit. Where an owner is performing work pursuant to paragraphs (2) and (3) of subdivision a of this section, a copy of all lead-contaminated dust clearance test results shall be provided to the occupant of the dwelling unit. Copies of lead-contaminated dust clearance test results provided to the occupant of the dwelling unit pursuant to this subparagraph shall be in a form satisfactory to or prescribed by the department of health and mental hygiene that provides a sufficiently clear explanation of the meaning of such results.

§27-2056.12 Reporting. a. Within four months after the close of the first fiscal year after which this article takes effect and for every fiscal year thereafter, the commissioner shall provide to the council a written report on the department's implementation of this article during the preceding year. Such report shall include, at a minimum, an analysis of the department's program, a detailed statement of revenue and expenditures and statistical section designed to provide a detailed explanation of the department's enforcement including, but not limited to, the following:

(1) the number of complaints for peeling paint in pre-1960 dwelling units where a child of applicable age resides, disaggregated by city or non-city ownership of the building which is the subject of the complaint;

(2) the number of inspections by the department pursuant to this article, disaggregated by the city or non-city ownership of the building where the inspection occurred;

(3) the number of violations issued by the department pursuant to this article;

(4) the number of violations issued pursuant to this article that were certified as corrected by the owner, the number of such certifications that did not result in the removal of such violations, and the number of civil actions brought by the department against such owners; and

(5) the number of jobs performed in which violations issued pursuant to this article were corrected by the department, the total amount spent by the department to correct the conditions that resulted in the violations, and the average amount spent per dwelling unit to correct such conditions; and

(6) a statistical profile with geographic indexing, such as by community district, council district, and/or zip code, of multiple dwellings in which violations are placed, indicating the ages of the multiple dwellings and other factors relevant to the prevalence of lead-based paint hazards, which may include the prior lead poisoning of a child in the multiple dwelling, outstanding violations, and emergency repair charges.

b. The department of health and mental hygiene shall prepare a report on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels. This report shall be utilized by the department in its implementation of this article. Such report shall be submitted to the council within nine months after the close of each calendar year.

c. The department shall maintain a central register of all department orders to correct a violation under this article. Such register shall indicate, if applicable, the date of the complaint, address of the premises, and the date of each inspection and reinspection.

§27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene. The department shall send a notice which shall be addressed to the dwelling unit in the multiple dwelling, when a dwelling unit is identified, for which a violation of this article was issued. Such notice shall include a telephone number for the department of health and mental hygiene. The department shall also refer to the department of health and mental hygiene the address of the unit in the multiple dwelling for which such violation was issued, the name of the complainant, if any, and the complainant's telephone number, if available. The department of health and mental hygiene, pursuant to section 17-179 of this code, shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

§27-2056.14 Inspections by Department of Health and Mental Hygiene and Removal of Health Code Violations by Department of Housing Preservation and Development. Whenever a report has been made to the department of health and mental hygiene of a person under eighteen years of age with an elevated blood lead level of fifteen micrograms per deciliter or higher residing in any dwelling unit, the department of health and mental hygiene shall conduct such investigation as may be necessary to identify potential sources of the elevated blood lead level, including but not limited to, an inspection of the dwelling unit where such person resides. If the department of health and mental hygiene issues an order to correct any violation, the department of health and mental hygiene shall notify the department of each dwelling unit in a dwelling for which the department of health and mental hygiene has issued an order to correct a violation. Where the owner of the dwelling or relevant dwelling unit within such dwelling fails to comply with an order of the department of health and mental hygiene to correct a violation placed by the department of health and mental hygiene, the department of health and mental hygiene shall certify such conditions to the department of housing preservation and development. The certification procedure shall be completed within sixteen days of the report of the elevated blood lead level. The conditions so certified shall be corrected within eighteen days of certification to the department.

§27-2056.15 Waiver of Benefit Void. a. No owner may seek to have an occupant of a dwelling unit waive the benefit or protection of any provision of this article. Any agreement by the occupant of a dwelling unit purporting to waive the benefit or protection of any provision of this article is void. Any owner who violates this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any owner who violates this section shall be liable for a civil penalty of not more than five hundred dollars per violation.

b. Notwithstanding any other provision of this article, nothing herein shall be construed to alter existing or future agreements which allocate responsibility for compliance with the provisions of this article between a tenant shareholder and a cooperative corporation or between the owner of a condominium unit and the board of managers of such condominium.

c. The provisions of this article, other than section 27-2056.14, shall not apply to a dwelling unit in a multiple dwelling where (i) title to such multiple dwelling is held by a cooperative housing corporation or such dwelling unit is owned as a condominium unit, and (ii) such dwelling unit is occupied by the shareholder of record on the proprietary lease for such dwelling unit or the owner of record of such condominium unit, as is applicable, or the shareholder's or record owner's family.

§27-2056.16 Exemption for Emergency Conditions. For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety or to protect property from further major damage, such as when a property has been damaged by a natural disaster, fire, structural collapse, cascading water, lack of utilities or other emergency conditions, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of this article shall not apply. This exemption applies only to repairs immediately necessary to respond to the emergency. The requirements of this article shall apply to any work undertaken subsequent to or above and beyond such emergency actions.

§27-2056.17 Record Keeping Requirements. The owner of any multiple dwelling or dwelling that performs any work pursuant to this article shall retain all records relating to such work for a period of no less than ten years from the completion date of such work. The owner shall make any such records required to be retained by this section available to the department upon the department's request, and shall transfer such records to the owner's successor in title.

§27-2056.18 Application of this article based on age of child. For the purposes of this article, the term "applicable age" shall mean "under seven years of age" for at least one calendar year from the effective date of this section. Upon the expiration of such one year period, in accordance with the procedures by which the health code is amended, the board of health may determine whether or not the provisions of this article should apply to children of age six, and based on this determination, may redefine "applicable age" for the purposes of some or all of the provisions of this article to mean "under six years of age," but no lower.

§6. Section 27-2115 of the administrative code of the city of New York is amended by adding a new subdivision l to read as follows:

(l)(1) Notwithstanding any other provision of law, when the department serves a notice of violation to correct and certify a condition that constitutes a violation of article fourteen of subchapter two of this chapter, the notice of violation shall specify the date by which the violation shall be corrected, which shall be twenty-one days after service of the notice of violation, and the procedure by which the owner, for good cause shown pursuant to this subdivision, may request a postponement. The notice of violation shall further specify that the violation shall be corrected in accordance with the work practices established in accordance with section 27-2056.11 of this code. The notice of violation shall be served by personal delivery to a person in charge of the premises or to the person last registered with the department as the owner or agent, or by registered or certified mail, return receipt requested, or by certified mail with proof of delivery, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the department, such notice of violation shall be served on the managing agent. Service of the notice of violation shall be deemed completed three days from the date of mailing. Notification, in a form to be determined by the department, of the issuance of such violation shall be sent simultaneously by regular mail to the occupant at the dwelling unit that is the subject of such notice of violation. The department may postpone the date by which a violation shall be corrected upon a showing, made within the time set for correction in the notice, that prompt action to correct the violation has been taken but that full correction cannot be completed within the time provided because of serious technical difficulties, inability to obtain necessary materials, funds or labor, inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as may be necessary to make the required repair. Such postponement shall not exceed fourteen days from the date of correction set forth in the notice of violation. The department may require such other conditions as are deemed necessary to insure correction of the violations within the time set for the postponement. The department may grant one additional postponement of no more than fourteen days for the reasons authorized by this section so long as the paint or other condition which is the subject of the violation has been stabilized. The department is also authorized to promulgate rules establishing criteria for a postponement of the time to correct for a longer period of time where such postponement is requested because of one or more substantial capital improvements will be made that will, when completed, significantly reduce the presence of lead-based paint in such multiple dwelling or dwelling unit including, but not limited to, a requirement that the paint which is the subject of the violation is stabilized. The department shall provide to the owner and the occupant a written statement signed and dated by the person making

such decision setting forth the reasons for each postponement of the date by which a violation shall be corrected or the reason for the denial of such application for a postponement. Said written statement shall be part of the records of the department.

(2) Notwithstanding any other provision of law, the notice of violation shall direct that the correction of each violation cited therein shall be certified to the department. Such certification shall be made in writing, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent. Such certification shall include a statement that the violation was corrected in compliance with paragraph one of subdivision a of section 27-2056.11 of this code and shall include a copy of the lead-contaminated dust clearance test results. All certifications shall be delivered to the department and acknowledgment of receipt therefor obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than five days after the date set for correction, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement by the person who performed the work if performed by an employee or agent of the owner. A copy of such certification shall be mailed to the complainant by the department not more than twelve full calendar days from the date of receipt of such certification by the department. Failure to file such certification shall establish a prima facie case that such violation has not been corrected.

(3) Whenever the department shall issue a notice of violation to correct a condition that constitutes a violation of section 27-2056.6 of article fourteen of subchapter two of this chapter, the department shall within fourteen days after the date set for the correction of such violation conduct a final inspection to verify that the violation has been corrected. Where, upon conducting an inspection, the department determines that a violation has not been corrected, the department shall correct such violation within forty-five additional days of such inspection or in such shorter time as is practicable.

(4) Notwithstanding any other provision of law, the department shall not remove a violation from its records nor shall it be deemed that such violation has been corrected unless the records of the department contain written verification that the department has conducted a final inspection of the premises and that such inspection verifies that the violation has been corrected, and copies of lead-contaminated dust clearance test results whenever such tests are required by applicable law, rule or regulation. A copy of the report of the final inspection of a dwelling unit and the status of the violation shall be mailed or delivered to the occupant and the owner.

(5) Notwithstanding any other provision of law, a person making a false certification of correction of a violation issued pursuant to article 14 of subchapter 2 of this chapter, in addition to any other civil penalty, shall be subject to a civil penalty of not less than one thousand dollars nor more than three thousand dollars for each false certification made, recoverable by the department in a civil action brought in a court of competent jurisdiction. If the person making such false certification is an employee of the owner then such owner shall be responsible for such civil penalty. In addition, any such person making a false certification of correction shall be guilty of a misdemeanor punishable by a fine of up to one thousand dollars or imprisonment for up to one year or both.

(6) Notwithstanding any other provision of law, a person who violates article fourteen of subchapter two of this chapter by failing to correct such violation in accordance with paragraph one of subdivision a of section 27-2056.11 of this code shall be subject to a civil penalty of two hundred fifty dollars per day for each violation to a maximum of ten thousand dollars from the initial date set for correction in the notice of violation until the date the violation is corrected and certified to the department, and in addition to any civil penalty shall, whenever appropriate, be punished under the provisions of article three of subchapter five of this code. There shall be a presumption that the condition constituting a violation continues after the service of the notice of violation. The owner shall be responsible for the correction of all violations noticed pursuant to article fourteen of subchapter two of this chapter, but in an action for civil penalties pursuant to this subdivision may in defense or mitigation of such owner's liability for civil penalties show:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of serious technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as might be necessary to make the repair, provided that a postponement was granted pursuant to this subdivision; or

(iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or

(iv) That the violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of the owner, except that the owner shall be precluded from showing in

defense or mitigation of such owner's liability for civil penalties evidence of any acts occurring, undertaken, or performed by any predecessor in title prior to the owner taking control of the premises. Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require.

If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violations, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(7) Notwithstanding any other provision of law, failure by the department to comply with any time period provided in this section relating to responsibilities of the department shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article

§7. Title 17 of the administrative code of the city of New York is amended by adding new sections 17-179, 17-180, 17-181, 17-185, and 17-186, to read as follows:

§17-179 Department Screening, Diagnosis, and Treatment. a. The department shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

b. The department shall develop a pamphlet explaining the hazards associated with lead-based paint and describing the procedures to be used in order for a violation of sections 27-2056.6 and 27-2056.7 of this code to be corrected. The pamphlet shall include appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information and to report unsafe lead-based paint work practices. Such pamphlet shall be made available in accordance with section 27-2056.9 of this code. Such pamphlet shall also be made available to any member of the public upon request.

§17-180 Training of Department Personnel. The department, in conjunction with the department of housing preservation and development, shall provide training for lead-based paint inspection and supervisory personnel. No department personnel shall conduct an inspection for lead-based paint pursuant to the health code unless that individual has received such training. At a minimum, such training shall (1) be equivalent to the training required under regulations issued by the United States environmental protection agency for the certification of lead-based paint inspectors and supervisors, (2) include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and (3) require that the individual has successfully demonstrated knowledge of the responsibilities of a certified inspector or certified supervisor, as the case may be, and the requirements of sections 173.13 and 173.14 of the health code or successor rules. The department shall provide for the continuing education of inspection and supervisory personnel.

§17-181 Lead-based paint; dry scraping and dry sanding prohibited. The dry scraping or dry sanding of lead-based paint or paint of unknown lead content in any dwelling, day care center or school is hereby declared to constitute a public nuisance and a condition dangerous to life and health. For the purpose of this section, dry scraping and dry sanding shall mean the removal of paint or similar surface-coating material by scraping or sanding without using water misting to reduce dust levels or other method approved by the department. The department shall promulgate such additional rules as necessary for the enforcement of this section.

§17-185 Inspection by the Department of Unsafe Work Practices. The department shall promulgate rules requiring the department to respond to complaints regarding unsafe lead-based paint work practices.

§17-186 Lead poisoning prevention in children. a. The department shall develop a brochure which, at a minimum, advises all appropriate medical providers of their obligations to screen and test children for lead poisoning according to all relevant federal, state and local laws, rules and regulations. Such pamphlet shall be distributed to all appropriate medical providers on an annual basis, starting on September 15, 2004.

b. The department shall develop a pamphlet regarding lead poisoning prevention in children. Such pamphlet shall, at a minimum, be printed in English and Spanish and shall include, at a minimum: (i) the manner in which children are most likely poisoned by lead; (ii) the effects of lead poisoning on a child's health; (iii) the intervals at which a child is required by New York state law to be tested for blood lead levels; (iv) the appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information; (v) the steps a parent or

guardian may take to protect his or her child from lead poisoning; and (vi) the requirement of landlords to inspect and repair lead-based paint hazards.

c. At a minimum, the department shall distribute the pamphlet produced pursuant to paragraph b of this section with each birth certificate furnished to the parent or guardian of a child pursuant to section 17-168 of this title. Such pamphlet shall also be made available to any member of the public upon request.

§8. Subdivision 1 of subsection a of section § 11-243 of the administrative code of the city of New York is amended to read as follows:

1. "Alteration" and "improvement": a physical change in an existing dwelling other than painting, ordinary repairs, normal replacement of maintenance items, [except that painting or repairs designated to eliminate the lead-based paint poisoning hazard shall be eligible for tax exemption and tax abatement under this section and] provided, however, that ordinary repairs and normal replacement of maintenance items, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, shall be eligible for tax exemption and tax abatement under this section provided that repairs and maintenance items:

(1) were started and completed within a twelve-month period,

(2) were made to any common area of the dwelling premises concurrently with a major capital improvement thereto, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, and

(3) require the issuance of a permit for at least one item thereof by any city agency, and

(4) the amount of money expended thereon shall not exceed two times the amount expended on the major capital improvement performed concurrently therewith.

"Alteration" and "improvement" shall also mean "an abatement" of lead-based paint hazards, as defined in part 745 of title forty of the code of federal regulations or any successor regulations, and shall include an "inspection" and "risk assessment" for lead-based paint hazards, as defined in such part, in a dwelling unit occupied by a child of applicable age, as established in accordance with section 27-2056.18 of this code, regardless of whether a child is or has been lead poisoned but shall not include any work performed to comply with a notice of violation issued for a violation of article fourteen of subchapter two of chapter .

§9. Title 17 of the administrative code of the city of New York is amended by adding a new chapter nine to read as follows:

Chapter 9
Lead-Based Paint in Day Care Facilities
Subchapter 1
Definitions

§17-900 Definitions.

Subchapter 2
Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption.
§17-911 Remediation.
§17-912 Department Rules.
§17-913 Annual Inspection.

Subchapter 1
Definitions

§17-900 Definitions. For the purpose of this chapter the following terms shall have the following meanings:

1. " Chewable surface" shall mean a protruding interior window sill in a day care facility that is readily accessible to a child of applicable age. "Chewable surface" shall also mean any other type of interior edge or protrusion in a day care facility, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where the operator of such day care facility has observed that a child under six years of age has mouthed or chewed such edge or protrusion.

2. "Day care facility" shall mean any facility used to provide day care service.

3. "Day care service" shall mean any service which, during all or part of the day, regularly gives care to seven or more children under six years of age, not all of common parentage, which operates more than five hours per week for more than one month a year. Day care service shall not mean a kindergarten or higher grade in a facility operated by the board of education.

4. "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including but not limited to, rotted or decayed wood, or wood or

plaster that has been subject to moisture or disturbance.

5. "Friction Surface" shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion, and abrade, scrape or bind when in motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

6. "Impact Surface" shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

7. "Lead-based paint" shall mean paint or other similar surface-coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997) and the PCS released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

8. "Lead-based paint hazard" shall mean any condition that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

9. "Lead-contaminated dust" shall mean dust containing lead at 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the New York City board of health.

10. "Operator of such day care facility" shall mean any person who provides day care service and the owner of the premises where such day care facility is located. "Person" shall mean an individual, corporation, partnership, association or other for-profit or not-for-profit entity.

11. "Peeling" shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking, or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

12. "Remediation" or "Remediate" shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead based paint, or other method approved by the commissioner of health and mental hygiene.

Subchapter 2

Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption. a. All paint or similar surface-coating material on the interior of any day care facility in a structure erected prior to January 1, 1978, shall be presumed to be lead-based paint.

b. The presumption established by this section may be rebutted by the operator or owner of the day care facility by submitting to the department a sworn written statement by the operator or owner of the day care facility supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the operator or owner of the day care facility, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

§17-911 Remediation. a. There shall be no peeling lead-based paint in any portion of any day care facility.

b. Lead based paint or paint of unknown lead content that is peeling, or which is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces shall be immediately remediated in a manner authorized by the department.

c. Any equipment that is painted shall be painted with lead-free paint.

d. Whenever a condition prohibited by this section is found to exist, the department shall immediately serve an order on the operator or owner of such day care facility to remediate the condition. In the event such order is not complied with within forty-five days of service thereof, the department shall immediately request an agency of the city of New York to execute such order pursuant to the provisions of section 17-147 of this code. The agency shall execute the order within forty-five days of the department's request. The city of New York shall be entitled to enforce its rights for reimbursement of expenses incurred thereby, including as credits toward lease payments.

e. When lead-based paint hazards are remediated pursuant to this section such work shall be performed in compliance with work practices established by the department pursuant to section 17-912 of this subchapter.

§17-912 Department rules. The department shall promulgate such rules as may be necessary for the implementation of this chapter. Such rules shall incorporate work practices that are no less protective of public health than those set forth in section 173.14 (d) and (e) and those parts of subdivision b of the health code applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

§17-913 Annual Survey. The operator of a day care facility shall conduct a survey of such facility annually, and more often if necessary, to determine the physical condition of surface-coating material throughout each such facility and shall provide a copy of the survey results to the department.

§10. All actions taken by the departments of housing preservation and development and health and mental hygiene pursuant to local law 38 of 1999 and local law 1 of 1982 shall be deemed valid to the extent that all violations written, and fines or penalties assessed, as well as any costs for repairs of such violations shall remain valid and enforceable, provided, however, that any such violations which remain uncorrected on the effective date of this local law shall be repaired using the work practices established pursuant to section 27-2056.11(a)(1) as added by section 5 of this local law, and the rules promulgated thereunder, and certified to the department of housing preservation and development in accordance with section 27-2056.10(c)(5) and subdivision (l) of section 27-2115 of the administrative code of the city of New York, as added by section five of this local law, and the rules promulgated thereunder pursuant to this local law.

§11. If any sentence, paragraph, section or part of this local law shall be adjudged invalid by a court of competent jurisdiction such judgment shall not impair or invalidate the remainder thereof but shall be confined to that part.

§12. Paragraph 4 of subdivision e of section 27-2056.4 of the administrative code of the city of New York, as added by section 5 of this local law, shall take effect immediately, and all other provisions of this local law shall take effect one hundred eighty days after its enactment, except that the commissioners of health and mental hygiene and housing preservation and development shall promulgate all rules and take all other actions necessary to implement this local law, other than paragraph 4 of subdivision e of section 27-2056.4, on or before the date upon which it shall take effect.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of the City of New York, passed by the Council on December 15, 2003, disapproved by the Mayor on December 17, 2003 and repassed by the Council Members on February 4, 2004 and said law is adopted notwithstanding the objection of the Mayor.

VICTOR L. ROBLES, City Clerk, Clerk of the Council

CERTIFICATION PURSUANT TO MUNICIPAL HOME RULE LAW §27

Pursuant to the provisions of Municipal Home Rule Law §27, I hereby certify that the enclosed Local Law (Local Law 1 of 2004, Council Int. No. 101-A) contains the correct text and:

Received the following vote at the meeting of the New York City Council on December 15, 2003: 44 for, 5 against, 1 not voting.

Was disapproved by the Mayor on December 17, 2003.

Was returned to the City Clerk on December 19, 2003.

Was reconsidered by the Council on February 4, 2004 and received the following vote of the Council members at a meeting of the Council on February 4, 2004: 44 for, 5 against, 1 not voting.

JEFFREY D. FRIEDLANDER, Acting Corporation Counsel