CONDOMINIUM OFFERING PLAN FOR
64 UNIVERSITY PLACE CONDOMINIUM

64 University Place, New York, New York 10003

THE 28 RESIDENTIAL UNITS OFFERED FOR SALE HEREBY IS $126,800,000
THE 28 STORAGE ROOM LICENSES OFFERED FOR SALE HEREBY IS $939,000

FOR AN AGGREGATE TOTAL INITIAL OFFERING PRICE OF $127,739,000

(The Condominium will initially consist of 28 Residential Units, 1 Retail Unit, 1 Community Facility Unit, and the Common Elements, portions of which will be licensed for use as Storage Lockers, as more particularly set forth in the Plan. Neither the Retail Unit nor Community Facility Unit are presently being offered for sale under the Plan.)

Sponsor
64 Owner LLC
50 West 17th Street
New York, New York 10011

Selling Agent(s)
Douglas Elliman Real Estate
575 Madison Avenue
New York, New York 10022

Date of Acceptance for Filing: October____, 2022

The term of the initial offering of this Plan expires on October ___, 2023 unless said date is extended in a duly filed amendment.

SEE PAGE (viii) FOR SPECIAL RISKS TO PURCHASERS.

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

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

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.

TABLE OF CONTENTS

PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS vi
1. Use Provisions vi
2. Purchaser Deposits; Defaults by Purchasers viii
3. No Financing Contingency viii
4. Liquidated Damages ix
5. Control by Sponsor; First Meeting ix
6. Interim Service Period xi
7. Additional Building Work xi
8. Prohibition Against Advertising Prior to Closing xiii
9. No Bond or Other Security xiv
10. Sponsor's Right to Lease Unsold Units xiv
11. Interim Lease xiv
12. Transfer Taxes; Mansion Taxes xiv
13. Reserve Fund/Working Capital Fund xvii
14. Real Estate Taxes xvii
15. Closing Fees and Costs xviii
16. Construction of the Building xix
17. No Warranty xix
18. Statute of Limitations xix
19. Insurance; Risk of Loss xx
20. Waiver of Diplomatic or Sovereign Immunity xxii
21. Certificate of Occupancy xxii
22. Residential Unit Terraces xxiii
23. Rooftop Terraces xxv
24. Storage Lockers xxvi
25. Increase or Decrease in Common Interest xxvii
26. Window Treatments and Washing xxvii
27. Reservation of Air/Development Rights xxviii
28. Building Mechanical Equipment and Noise xxix
29. Views from Residential Units xxix
30. City Living xxx
31. Building Settling xxx
32. Wood Floors xxx
33. Maintenance of Stone Surfaces xxxi
34. Floor Area xxxi
35. Fireplace Maintenance xxxii
36. PHA and PHB Gallery xxxii
37. Window Limit Stops; Child Safety Window Guards xxxii
38. Carbon Monoxide Detector xxxiii
39. Local Law 97 xxxiii
40. Availability of Mortgages xxxiv
41. Sponsor's Use of the Building for Promotional Functions xxxiv
42. Special Allocation of Certain Common Expenses xxxiv
43. Waiver of Collection of Common Charges by Sponsor xxxv

44. Tenant Protection Plan xxxvi
45. Certification by Sponsor and Sponsor's Principals xxxvi
46. Model Residential Unit xxxvi
47. Floor Numbering xxxvii
48. Flood Zone xxxvii
49. Pet Policy xxxvii
50. New York City Façade Inspection and Safety Program (FISP) xxxviii
51. Title Company Reporting xxxix

A. INTRODUCTION 1
1. The Property 2
2. Features of Condominium Ownership 4
3. Offering of Units for Sale 8
4. Offering of Storage Locker Licenses 9
5. Certain Definitions 10

B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS 16
1. The Building 16
2. Residential Units 19
3. Nonresidential Units 20
4. Storage Lockers 21
5. Residential Amenity Spaces 22
6. Residential Unit Terraces 22
7. Common Elements 24
8. Available Services and Facilities 24

C. LOCATION AND AREA INFORMATION 28
1. Location and Services 28
2. Zoning 28

D. SCHEDULES AND NOTES 30

SCHEDULE A 30
SCHEDULE A-1 33
NOTES TO SCHEDULE A 34
SCHEDULE B 40
SCHEDULE B-1 47

E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i) 48

F. NONRESIDENTIAL UNITS 49

G. CHANGES IN PRICES AND UNITS: RESIDENTIAL UNITS AND STORAGE LOCKERS 52

H. INTERIM LEASES 54

I. PROCEDURE TO PURCHASE 56
1. Execution of Documents 56
2. Deposits/Escrow 56
3. Date of the First Closing; Closing Notices 61
4. Default 61

5. Risk of Loss 62
6. Financing 63
7. Transfer (and Mansion) Taxes 63
8. Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity 65
9. Exemption from Interstate Land Sales Full Disclosure Act 65

J. ASSIGNMENT OF AGREEMENTS 66

K. EFFECTIVE DATE 67

L. TERMS OF SALE 69
1. Prerequisites to Closing of Title 69
2. Closing of Title; Payment of Balance of Purchase Price 69
3. Tax Returns and Power of Attorney 72
4. Tax-Deferred Exchanges 72
5. Risk of Loss 73
6. Sponsor's Construction Loan 73

M. UNIT CLOSING COSTS AND ADJUSTMENTS 74

N. RIGHTS AND OBLIGATIONS OF SPONSOR 80
1. Sponsor's Obligations 80

O. CONTROL BY SPONSOR 93

P. THE CONDOMINIUM BOARD 96
1. General 96
2. Powers and Duties of and Determinations by Condominium Board 97
3. Meetings and Votes of Unit Owners 97
4. Officers 98
5. Liability of the Condominium Board and the Unit Owners 98

Q. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD 99
1. Sales and Leases of Units 99
2. Use of Residential Units, Storage Lockers 101
3. Assignment of Storage Lockers 103
4. General Provisions with Respect to Use 103
5. Mortgage of Units by Unit Owners 105
6. Common Charges: Determination and Assessment 105
7. Collection and Lien for Non-Payment of Common Charges 105
8. Borrowing by Condominium Board 106
9. Repairs to and Maintenance of Units and Common Elements 107
10. Alterations and Improvements of Units 109
11. Alterations and Improvements of Common Elements 111
12. Rights of Access 112
13. Compliance with Terms of Declaration, By-Laws and Rules and Regulations . 113
14. Repair or Reconstruction after Fire or Other Casualty 113
15. Insurance 114
16. Liability of Condominium Board and Unit Owners 118

17. Amendments to Condominium Documents 118
18. Termination of Condominium 120
19. Units Acquired by the Condominium Board 120
20. Procedure to Review Real Estate Tax Assessments 121
21. Mechanics' Liens 121
22. Easements 121
23. Signage 122
24. Sponsor's Right to Lease Unsold Units 122
25. Sponsor's Loan 122

R. REAL ESTATE TAXES 124

S. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM 127
1. Deductibility of Real Estate Taxes and Mortgage Interest 127
2. Taxation of the Condominium 128

T. OPINIONS OF COUNSEL 131

U. WORKING CAPITAL FUND 132

V. RESERVE FUND 134

W. MANAGEMENT AGREEMENT AND CONTRACTS 135
1. Management Agreement 135

X. IDENTITY OF PARTIES 138
1. Sponsor 138
2. Attorneys for Sponsor 139
3. Selling Agent 139
4. Managing Agent 139
5. Budget Expert 140
6. Real Estate Tax Consultant 140
7. Construction Professionals 140

Y. REPORTS TO UNIT OWNERS 141

Z. DOCUMENTS ON FILE 142

AA. GENERAL 143

BB. RESERVATION OF AIR AND DEVELOPMENT RIGHTS 145

CC. SPONSOR'S STATEMENT OF BUILDING CONDITION 146

PART II

EXHIBIT		PAGE
1.	FORM OF AGREEMENT FOR PURCHASE OF RESIDENTIAL UNIT	
A.	FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	
B.	FORM OF CERTIFICATE OF FOREIGN STATUS	
2.	FORM OF POWER OF ATTORNEY	
3.	FORM OF UNIT DEED	
4.	DESCRIPTION OF PROPERTY AND SPECIFICATIONS	
5.	FLOOR PLANS	
6.	DECLARATION OF CONDOMINIUM	
7.	CONDOMINIUM BY-LAWS	
8.	CERTIFICATIONS	
A.	SPONSOR AND PRINCIPALS	
B.	SPONSOR'S ENGINEER (OR ARCHITECT)	
C.	SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	
D.	SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS	
9.	REAL PROPERTY LAW SECTION 339-kk	
10.	FORM OF STORAGE LOCKER LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT	
11.	FORM OF INTERIM LEASE	

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

The following is a summary of certain special risk considerations in connection with the Plan but is not intended to summarize all major features of the Plan. Prospective purchasers are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of this condominium offering. The special risks are not presented in order of importance and Sponsor recommends that they be read in their entirety.

1. Use Provisions

64 University Place Condominium (the "Condominium") will initially consist of 28 Residential Units, 1 Retail Unit, 1 Community Unit, and the Common Elements, including, among other Building components, a Storage Room with 28 individual Storage Lockers and certain amenities for use of the residential occupants of the Condominium. Only the Residential Units (and their appurtenant interest in the Common Elements), and licenses for the Storage Lockers (each, a "Storage Locker License" or "License" and collectively the "Storage Locker Licenses" or "Licenses") are presently offered pursuant to this offering plan (this "Plan").

As more particularly set forth in the Declaration and By-Laws set forth in Part II of this Plan, a Residential Unit may generally be used only for residential purposes and, subject to compliance with the Declaration and By-Laws, for a lawful home occupation as defined in the Zoning Resolution. Residential Unit Owners may, subject to the Condominium Board's right of first refusal, sell their Residential Unit or rent their Residential Unit pursuant to a lease with a minimum term of one (1) year, in each case. No transient tenant or short-term paying guest (i.e., a tenant or paying guest in occupancy for a period of less than twelve (12) consecutive months) will be accommodated in any Residential Unit, and only an entire Residential Unit may be leased. Residents of the Residential Units thus may include Unit Owners as well as tenants leasing Residential Units from other Unit Owners. Sponsor may, without the permission of the Board, use or grant permission for the use of any Unsold Residential Unit for any purpose, including, without limitation, use as a long or short term rental, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Residential Unit (subject to Sponsor's right to amend the Certificate of Occupancy to conform to use as provided in the By-Laws), and the occupant of such Unsold Residential Unit complies with all applicable governmental regulations with respect to such use. Notwithstanding the foregoing reservation of rights, at present Sponsor does not intend to permit short-term rentals, transient hotels, or timeshares in any of the Unsold Residential Units. In accordance with existing legal requirements applicable to the Building, any rental of a Residential Unit, including Unsold Residential Units, of less than thirty (30) days shall be prohibited.

Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage purposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its Licensee. To protect the security of the Building, any Licensee must also at all times be

the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity. If at any time a Licensee sells or leases its Residential Unit and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee.

The Condominium will also initially include 2 Nonresidential Units consisting of 1 Retail Unit located on portions of the Cellar and Ground Floor, and 1 Community Facility Unit located on a portion of the Ground Floor.

Subject to certain restrictions set forth in the Declaration and By-Laws, the Nonresidential Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, banking, medical office, commercial, community facility or office purposes. Without representation, Sponsor anticipates that the Retail Unit will be used for retail purposes and that the Community Facility Unit may be used as an art exhibition space or similar use. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Nonresidential Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. Section 8 of the By-Laws provides that the Nonresidential Units may not be used as a pornography store, massage parlor, drug treatment facility or homeless shelter and that the Nonresidential Owners shall use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Unit and vent the same. As of the date of filing of the Plan the Nonresidential Units do not have the venting and infrastructure to support a restaurant with cooked food on the premises, although no representation is made with respect to future alterations to by the respective Nonresidential Unit Owners. It is currently anticipated that the Nonresidential Units will be used for office, retail, medical office or community facility purposes (and ancillary uses), although no representation or warranty is made with respect to such initial or any subsequent uses of the Nonresidential Units or with respect to who the owner or tenant(s) of the Nonresidential Units may be at any time. No income derived from any use of the Nonresidential Units will constitute income to the Condominium Board or the Residential Unit Owners.

Subject to the foregoing and all applicable zoning regulations and the Declaration and By-Laws, the Nonresidential Units may be sold, leased or subleased by the Nonresidential Unit Owner thereof, or subdivided by the Nonresidential Unit Owner thereof into two or more separate commercial condominium units and such subdivided units sold or leased. (See the Section entitled "Nonresidential Units" in Part I hereof.) None of the Residential Unit Owners or the Condominium Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Nonresidential Units.

2. Purchaser Deposits; Defaults by Purchasers

At the time an agreement to purchase a Residential Unit (an "Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to fifteen percent (15%) of the purchase price set forth therein (collectively with any other monies deposited by a Purchaser in connection with the purchase of a License, the "Deposit"). Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Deposit equal to 50% of the applicable purchase price. The Deposit for the purchase of a Storage Locker License is fifteen percent (15%) of the purchase price of such License. As of the initial filing date of this Plan, the applicable maximum limit for FDIC standard deposit insurance was $250,000. Deposits made by a Purchaser in excess of the applicable limit in effect from time to time in the aggregate in connection with the purchase of a Unit or Units will not be federally insured.

In the event a Purchaser fails to close title on the date set forth for closing or otherwise fails to perform any other obligation under the Agreement, and such default is not cured within 30 days after Sponsor gives written notice to the Purchaser of such default, TIME BEING OF THE ESSENCE, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any, as well as any amounts paid by Purchaser for any specialty work requested by Purchaser and agreed to be performed by Sponsor in the Residential Unit (if applicable). For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow. Additionally, if a Purchaser fails for any reason to close title on the originally scheduled closing date and Sponsor elects not to cancel the Agreement: (i) the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled closing date; (ii) the Purchaser will be required to pay to Sponsor a per diem amount equal to 0.04% of the purchase price of the Unit(s) in question for each day that the closing is adjourned, and (iii) Purchaser will be obligated to reimburse Sponsor for any additional costs incurred by Sponsor as a result of such default, or otherwise to be paid by Purchaser under the Plan. (See the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

3. No Financing Contingency

A Purchaser may obtain financing from any lending institution or other source, but the obligations of a Purchaser under an Agreement are not conditioned on obtaining financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Any prospective Purchaser who executes an Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of an Agreement. No representation is made by Sponsor or Selling Agent as to the terms, availability or cost of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may

be limited and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. (See the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

4. Liquidated Damages

The Agreement for the purchase of a Residential Unit, the form of which is set forth as Exhibit 1 Part II of the Plan, requires the making of a Deposit in the amount of 15% of the Purchase Price. The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Unit, shall be such Purchaser's own funds (and not that of a third party). In the event of a default and the election by Sponsor to terminate the Agreement and retain the Deposit as its remedy, the Deposit previously paid (together with any interest thereon), as well as any amounts paid by Purchaser for specialty work requested by Purchaser and agreed to be performed by Sponsor in the Residential Unit (together with any interest thereon), shall be retained by Sponsor as liquidated damages, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) together with any amounts paid by Purchaser for specialty work requested by Purchaser and agreed to be performed by Sponsor in the Unit (or any interest thereon), shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing for such Unit, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred and shall be paid by Purchaser to and retained by Sponsor. In such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon) or any amounts paid by Purchaser for specialty work requested by Purchaser and agreed to be performed by Sponsor in the Unit (or any interest thereon). The payment of the Deposit and any amounts paid by Purchaser for specialty work requested by Purchaser and agreed to be performed by Sponsor in the Unit, together in each case with interest, if any, earned thereon, as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. (See the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

5. Control by Sponsor; First Meeting

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium will be vested in the Condominium Board. Sponsor will be entitled to designate a majority of the members of the Condominium Board until the closing of title to Residential Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

Therefore, during this period (the "Initial Control Period") Sponsor will be able to control the maintenance and operation of, and services to be provided by, the Condominium; provided, however, that any changes made by Sponsor to Schedule B – "Projected Budget for First Year of Condominium Operation" set forth in the Plan (the "First Year's Budget") must provide for the same level of services disclosed in the First Year's Budget. Sponsor will be able to control the

determination of the Common Charges to be paid by all Unit Owners. Moreover, during the Initial Control Period, the Condominium Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements or any Residential Unit (unless required by any applicable Legal Requirements); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Building, as provided for in Schedule B "Projected Budget for First Year of Condominium Operation" set forth in the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium (unless any such borrowing is approved by the owners of Units representing at least 51% in aggregate Common Interests of all Units); or (vi) exercise any right of first refusal or waiver thereof to lease or purchase a Residential Unit. However, the Condominium Board may perform any function or take any action enumerated in subsections (ii) through (vi) hereinabove without the consent of Sponsor if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable the Condominium Board to comply with any Legal Requirements, or to remedy any notice of violation entered against the Condominium, or to comply with any proper work order by an insurer of the Building, or for the health and safety (but not the general comfort or welfare) of the occupants of the Building.

The Condominium Board shall consist of three members designated by Sponsor from time to time until the first annual meeting of Unit Owners (the "First Annual Meeting"), at which time the incumbent Board will resign and a new three-member Board will be installed as set forth below. The First Annual Meeting shall be approximately 30 days following the earlier to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Units representing at least 50% both in number and aggregate Common Interests of all Units. From and after the First Annual Meeting, the Board will consist of three members elected and/or designated by the Residential Unit Owners (including Sponsor), subject to Sponsor's right to designate members (as described below).

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Units owned by Sponsor as it sees fit. In addition, at elections of members to the Condominium Board held during the Initial Control Period, (a) Sponsor and/or its designee shall have the right to elect and/or designate two of the three members of the Condominium Board otherwise to be elected by the Residential Unit Owners (including Sponsor), who are related to or affiliated with Sponsor, such designee or other Unsold Unit Owner(s), and (b) Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining one member of the Condominium Board otherwise to be elected by the Residential Unit Owners (including Sponsor) who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. For so long as there remain any Unsold Residential Units, Sponsor or the holder of Unsold Residential Units, as applicable, shall be entitled to designate one of the three members of the Condominium Board.

Notwithstanding the foregoing, because Sponsor reserves the unconditional right to rent or lease the Units after Plan consummation, there is no commitment to sell more Units

than the fifteen percent (15%) necessary to declare this Plan effective and owner-occupants may never gain effective control and management of the Condominium.

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

6. Interim Service Period

Prospective Purchasers are advised that until twelve months or more after the First Closing, some of the services and facilities described in the Plan (such as some of the elevators, certain amenities or a full staff of building personnel) may not be available. However, it is anticipated that at all times after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every occupied Residential Unit.f The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. (See the Section of this Plan entitled "Description of The Property and Improvements" for further discussion.)

7. Additional Building Work

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

Unit is anticipated, for some period thereafter. All of the foregoing work and conditions may create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed or disrupted. In the event an amenity or Building service is not operational or not running at full capacity for any portion of the Condominium's operating year, the corresponding budget may be reduced in proportion to any expenses that are not required.

Further, the Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained therefor. Even where such alterations are permitted, the Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Residential Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Based upon the Sponsor's construction schedule anticipated as of the initial filing date of this Plan, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, pandemics or epidemics, acts of god or other events beyond its reasonable control, the first closing of a Residential Unit will occur on or around December 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than November 30, 2024, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first Residential Unit closing occurs before November 30, 2024, the Sponsor may schedule the closing of title to other Residential Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specific timeframe or to ensure that closing of title to your Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

Prospective Purchasers should note, however, that the Residential Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit

is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned (such right of rescission sometimes referred to herein as the "First Closing Rescission Right").

If the Plan is amended to provide for a later projected date for the First Closing, affected Purchasers will be entitled to a First Closing Rescission Right if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after December 1, 2023, Sponsor may schedule the closings of title to other units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified 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. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

Except as it relates to any of Purchasers' Rights under the Martin Act and its attendant regulations promulgated by the New York State Attorney General's Office, Purchasers' aforementioned rescission rights are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

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

8. Prohibition Against Advertising Prior to Closing

Purchasers are prohibited from listing their Units for resale or rent with any broker or otherwise advertising, promoting or publicizing the availability of their Units for sale or rent prior to the closing of title thereto. Any such listing of its Unit or form of advertising, promotion or publicizing of the Unit by a Purchaser or its agents or representatives prior to such Closing date shall be an Event of Default (as defined in the Agreement) under such Purchaser's Agreement, entitling Sponsor to remedies set forth therein.

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

9. No Bond or Other Security

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

10. Sponsor's Right to Lease Unsold Units

Sponsor will endeavor in good faith to sell rather than lease the Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, after consummation of the Plan, to rent or lease Units to Purchasers and others prior to the date of closing title to such Unit. Prior to Plan consummation, no Residential Unit will be leased except pursuant to an interim lease agreement with the Purchaser under contract to purchase such Residential Unit, and then only in Sponsor's sole discretion. There are no limitations of any kind on Sponsor's right to rent rather than sell Units after Plan consummation. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once an Agreement is signed for a Unit and for so long as such Agreement is in effect, such Unit may be leased only to the Purchaser listed in the Agreement. In addition, because Sponsor has the unconditional right to rent or lease the Units after Plan consummation, there is no commitment to sell more units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium. (See the Sections of this Plan entitled "Interim Leases" and "Rights and Obligations of Sponsor" for further discussion.)

11. Interim Lease

In connection with the Purchase of a Unit, Sponsor may, but has no obligation to, enter into an interim lease with the Purchaser for occupancy of the Unit prior to Closing. Under the terms of the interim lease agreement and this Plan, the Purchaser shall not constitute a tenant with rights separate from or independent of its rights and obligations under the Agreement. Accordingly, Sponsor reserves the right to enter into an interim lease with a Purchaser prior to consummation of the Plan. In the event the Plan is abandoned, a Purchaser who has entered into an interim lease will have no right to remain in occupancy as a tenant after the abandonment of the Plan. (See the Section of this Plan entitled "Interim Leases" for further discussion.)

12. Transfer Taxes; Mansion Taxes

Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such

taxes will be included in the consideration subject to such tax, except that pursuant to a change in law effective July 1, 2021, where the Purchaser pays the New York State Real Estate Transfer Tax, the amount of such tax that would have been paid by the seller but is instead paid by the purchaser does not, for purposes of the New York State Real Estate Transfer Tax, constitute additional consideration to the seller and is no longer considered in calculating the amount of New York State Real Estate Transfer Tax due. Currently (as of the date of the filing of this Plan), for the purchase of a single residential unit, the New York City Real Property Transfer Tax is 1% of the consideration paid for a unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is currently $2 for each $500 (or fractional part thereof) of the consideration paid for a residential unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more. Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and a supplemental tax pursuant to Section 1402-b of New York State Tax Law (together with the Mansion Tax, the "Mansion and Supplemental Tax") if the total consideration for such Unit is $2,000,000 or more, which tax by law is the primary obligation of the Purchaser. The chart below sets forth the aggregate rate of Mansion and Supplemental Tax based on the consideration paid for a Unit. Additionally, Purchasers shall be required to pay various other additional closing costs, fees and adjustments. It is likely that the purchase price, together with any other amounts paid by the Purchaser which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax and Mansion and Supplemental Tax purposes.

Consideration amount	**NYS Mansion and Supplemental Tax Aggregate Rate**
Under $1 million	Not subject to tax
At least $1 million, but less than $2 million	1%
At least $2 million, but less than $3 million	1.25%
At least $3 million, but less than $5 million	1.5%
At least $5 million, but less than $10 million	2.25%
At least $10 million, but less than $15 million	3.25%
At least $15 million, but less than $20 million	3.5%
At least $20 million, but less than $25 million	3.75%
More than $25 million	3.9%

In addition to transfer taxes and Mansion Tax and Supplemental Tax, Purchasers shall also be obligated to pay at closing any tax on the transfer of a Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion and Supplemental Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion and Supplemental Tax information and closing cost illustrations disclosed in the Plan, as amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Subject to the foregoing, Sponsor will amend the Plan to disclose the enactment of an Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title.

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

Under the New York City Department of Finance's current policies, where a Purchaser purchases two or more Units that have not been physically combined into a single residence before the transfer (a "bulk sale"), the higher New York City Real Property Transfer Tax non-residential rates will apply, i.e., where the consideration is $500,000 or less, the rate would be 1.425% and where the consideration is in excess of $500,000, the rate would be 2.625%. This may be the case even if the Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the higher non-residential rate for purposes of the New York City Real Property Transfer Tax and also pay the Mansion and Supplemental Tax. Sponsor makes no representation as to which transfer tax rates will apply at the time of closing of a particular Unit.

In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser obtains a mortgage loan: (a) the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the Condominium Act, or (b) Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a loan secured by a mortgage (the "Purchaser Mortgage"), Purchaser shall cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor. Upon such assignment, the Purchaser Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor

will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment, and the Purchaser will pay to Sponsor an amount equal to such exemption. In no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption. Purchasers are advised that in the event Sponsor requires Purchaser's lender to accept an assignment of a portion of Sponsor's mortgage as aforesaid, any failure of Purchaser's lender to agree to said assignment shall not excuse Purchaser from its obligations under the Agreement, including, but not limited to, its obligation to close title to the Unit on the date set for closing in accordance with the terms of the Agreement.

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

13. Reserve Fund/Working Capital Fund

The Purchaser of each Residential Unit (including each Purchaser under this Plan and each purchaser on any resale of any Residential Unit) shall be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Condominium (the "Working Capital Fund"), which contribution shall be in an amount equal to two month's Common Charges then in effect for the Unit(s) pursuant to the budget then in effect. The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board, in its sole discretion and may be augmented by allocations from monthly Common Charges collected by such Board.

The Schedule B includes a "contingency for reserves" line item in the amount of 10% of the total budget, net of that line item, for use toward capital replacements or repairs and for contingency items. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to increase the contingency for reserves by special assessment or by increases in Common Charges.

No representation is made that the Working Capital Fund or any reserve fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund and/or the reserve fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners. Sponsor will not separately contribute to the Working Capital Fund.

(See the Sections entitled "Working Capital Fund" and "Reserve Fund" in Part I of the Plan for further discussion.)

14. Real Estate Taxes

Based on Sponsor's anticipated completion of construction of the Building after the commencement of the First Year of Operation, Sponsor's real estate tax attorney estimates

contained in Schedule A are based on an assessment of the building before construction is complete. Purchasers should be aware that real estate taxes may increase materially when the building is reassessed after construction is complete. Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan for more information

The estimated real estate taxes payable in respect of each Residential Unit(s) were calculated on the assumption that the real estate taxes for the Building payable for the First Year of Condominium Operation, as estimated by Sponsor's real estate tax consultant, will be allocated to each Residential Unit on the basis of their proportionate Common Interest. Upon determination of individual tax lots and individual assessments for such Residential Unit, the New York City tax authorities may allocate taxes among the Residential Units using a different methodology, and, if so, Units having the same or similar Common Interests may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax consultant and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A.

Sponsor can only estimate, based on reasonable, professional third-party expert assumptions, what the real estate taxes for each Unit will be. There is no assurance that the proration of taxes estimated by Sponsor's real estate tax attorney will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth by Sponsor's real estate tax attorney. Only the New York City tax authorities will make this determination upon the filing of tax lots. (See the Section of this Plan entitled "Real Estate Taxes" for further discussion.)

15. Closing Fees and Costs

All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Herrick, Feinstein LLP ("Sponsor's Closing Counsel"), in connection with the closing of title to such Purchaser's Unit. For each Unit, the sum of $4,000 shall be payable to Sponsor's Closing Counsel as a per unit base closing fee. For each issuance of a Storage Locker License, the sum of $500 shall be payable to Sponsor's Closing Counsel as a base legal fee in connection with processing the issuance of such License. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Closing Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Closing Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Closing Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y) elsewhere in Manhattan, provided that an additional travel fee of $600 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $775 is paid to Sponsor's Counsel. In addition: (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's Closing Counsel an additional fee of $800 for each adjournment to prepare and coordinate the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance; and (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York.

Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Closing Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. (See the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.)

16. Construction of the Building

Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Exhibit 4 in Part II of the Plan, items of substantially equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable, provided, however, that any material change shall be set forth in an amendment to the Plan, that any necessary approval of any governmental authority having jurisdiction is first obtained, and that no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer any materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon. (Any such changes that are not both material and adverse will not give rise to a right of rescission.)

17. No Warranty

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. Unless caused by a code violation, there is no warranty as to odors. Unless caused by a code violation, there is no warranty as to sound transmission. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. Notwithstanding anything contained herein, Sponsor is obligated to construct the Units and Common Elements substantially in accordance with the provisions of this Plan (including the Description of Property and Specifications set forth in Part II), all applicable Legal Requirements and the Plans and Specifications and any conflict between Sponsor's limitations on liability and Sponsor's obligations as set forth in this sentence shall be resolved in favor of the latter. (See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

18. Statute of Limitations

Under New York Civil Practice Law and Rules Section 213(2), a breach of contract claim is subject to a six-year statute of limitations. The Agreement provides that a Purchaser shall instead have a maximum of three years from closing of their Unit to bring a claim, including a breach of contract claim, against Sponsor, its principals, affiliates, and agents. Execution of an Agreement shall constitute express acknowledgement and acceptance that the maximum three-year period is reasonable. Notwithstanding anything to the contrary set forth in the Plan, the Agreement, at law, in equity or otherwise, any action or proceeding brought by, through or on behalf of a Purchaser against Sponsor, its principals, affiliates, and agents, or related to the Building or a Unit purchased from Sponsor, must be commenced upon the earlier of (i) 3 years from closing or (ii) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. See the "Form of Agreement" in Part II of the Plan for additional information.

19. Insurance; Risk of Loss

Prior to the First Closing, the Building will be insured by Sponsor; after the First Closing, the Building will be insured through insurance procured by the Board on behalf of the Condominium and by individual Unit Owners as set forth below. The risk of loss assumed by a Purchaser who takes possession before the closing of its respective unit only applies to losses not covered by the Building's insurance.

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit or with respect to the following items in, on or affixed to the Unit, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, watercloset, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors.

Consequently, all Residential Unit Owners are required, at the Unit Owner's own cost and expense, to obtain and maintain in full force and effect (i) a liability policy insuring against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, (ii) umbrella liability coverage of at least $3,000,000, and (iii) "special causes of loss" property insurance in respect of property damage occurring in, upon, to, or from the Unit or any part thereof (including, but not limited to, fixtures, furniture, furnishings, vehicle(s) and other personal property located at the Property, and appropriate coverage for additions, alterations, improvements and betterments). The limits of liability set forth in (i) and (ii) above may be increased by the Condominium Board from time to time provided that for so long as Sponsor owns at least one (1) Unsold Unit, any change or elimination of the requirements set forth above may only be made upon Sponsor's prior written consent. Further requirements with respect to insurance required to be maintained by Unit Owners are more particularly set forth in the By-Laws. Evidence of such insurance must be provided by the Purchaser at the Closing of title of each Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget. In addition, until payment of the debt under the mortgage securing Sponsor's Loan (is made in full or until such mortgage is assigned by Sponsor's Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations of Sponsor's Loan.

Purchasers who are presently in occupancy of a Unit or who otherwise take possession of a Unit prior to Closing shall be responsible for maintaining property insurance with respect to the Purchaser's personal property, personal liability insurance and hazard insurance throughout the term of such occupancy, in amounts reasonably acceptable to Sponsor, and naming each of Sponsor and the Condominium as an additional insured.

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

failure to make such repair shall not excuse Purchaser from paying the balance of the Purchase Price and accepting delivery of the deed.

In the event the damage resulting from a casualty shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Sponsor makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence. Prospective Purchasers are advised to consult with an insurance broker concerning the circumstances under which additional living expenses and other costs may be covered by such policy.

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

20. Waiver of Diplomatic or Sovereign Immunity

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

21. Certificate of Occupancy

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy (commonly referred to as a "permanent Certificate of Occupancy" and referred to in this Special Risk as an "FCO"), covering the entire building but with only a temporary certificate of occupancy (referred to in this Special Risk as a "TCO"), and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings (referred to in this paragraph as the "DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the Tower Section. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within a two year period following the date of issuance of the first TCO (which is the timeframe anticipated by the Multiple Dwelling Law for issuance of an FCO). NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE BUILDING. SPONSOR

ANTICIPATES AND WILL USE COMMERCIALLY REASONABLE EFFORTS TO OBTAIN THE FCO WITHIN A REASONABLE PERIOD FROM THE FIRST CLOSING, BUT IN ANY EVENT WILL CAUSE THE TCO TO BE EXTENDED UNTIL ISSUANCE OF SUCH FCO. Unit Owners and the Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: https://www1.nyc.gov/assets/buildings/pdf/cofo_guide.pdf.

Purchasers are advised that, as more particularly set forth in the By-Laws, until the FCO is issued for the Building, the Board and/or Sponsor may impose certain limitations on a Unit Owner's ability to perform Alterations (as defined in the By-Laws) in its Unit, including, but not limited to, prohibiting any work that would cause a delay in obtaining a TCO or FCO for the Building.

Notwithstanding the foregoing, Purchasers are advised that on December 10, 2020, the New York City Council approved new legislation, entitled "Intro 2033", that would allow the DOB to issue interim certificates of occupancy ("ICO") to authorize occupancy of specific floors of a building prior to completion of permitted construction work on the building, which certificate of occupancy would not be subject to expiration and renewal every 90 days. An ICO would be issued only after the DOB determines after inspection that the portion of the building covered by the ICO meets the DOB's then-current requirements for issuance of an ICO, which is anticipated to include the following: the portion of the building covered by the ICO is deemed safe for occupancy, there are no outstanding violations or other objections related to or affecting the occupancy of that portion of the building, there are adequate means of egress, and the building is constructed of noncombustible construction and protected with an automatic sprinkler system. An FCO would still be required to be obtained by Sponsor as it relates to the completed Building. An ICO will not apply to residential buildings with fewer than eight stories or four dwelling units, non-residential buildings with fewer than five stories, mixed-use buildings with fewer than four dwelling units, or parking structures. Intro 2033 is effective as of April 10, 2021.

22. Residential Unit Terraces

As indicated on Schedule A and the Floor Plans (Exhibit 5 in Part II of the Plan), private terraces ("Terraces," individually, a "Terrace") are appurtenant to certain Residential Units. Each Terrace exclusively appurtenant to a Residential Unit is a Residential Limited Common Element. The Unit Owner of a Residential Unit having a Terrace shall have the exclusive use thereof, subject to the rights of the Board to regulate its use and to obtain access in accordance with the Declaration, the By-Laws and the Rules and Regulations in effect from time to time. All Terraces constitute roof surfaces of the Building which may extend over Units below, and therefore, proper care must be

taken, at all times, to protect the roof membrane, roof drains, and flashing and to avoid damage that may result in leaks into other portions of the Building, including but not limited to, Units which may be below such Terraces. Subject to the rights of the Board to regulate its use and to enter the Unit to access the Terrace and to access any Common Elements for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any roof setback adjacent to any Terrace, or to use any Terrace as a platform for window washing equipment, if any), generally, all ordinary maintenance, repairs and cleaning thereof (including maintenance, repair and cleaning of any pavers, decking, tile or other flooring installed on the Terrace and any faucets, hose bibs, electrical outlets and lighting installed in or on the Terrace and cleaning of the interior and exterior surfaces of any doors and windows and railings adjacent to the Terrace), shall be made by the Unit Owner having exclusive access thereto at its sole cost and expense and extraordinary or structural repairs or replacements (including without limitation, work necessary to repair any leaks with respect thereto and maintenance, repair and replacement of the structural concrete roof slab or other roof construction material, the roof membrane, flashing and similar waterproofing or other roofing elements located under the pavers, decking, tile or other flooring of the Terrace, railings, parapets, structural and drainage elements in or on the Terrace) shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners. Sponsor is not responsible for, can make no guarantees regarding and shall have no liability to Unit Owners with respect to, the level of noise or vibrations or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces.

The Terraces appurtenant to Residential Units PHA feature a hose bib and gas grill included in the Purchase Price. The Rooftop also includes a gas grill. Purchasers should note that barbeques release smoke and may cause odors.

Sponsor (or its designee) and the Board shall have the right, in connection with any repair or maintenance work in or to the Building, to erect scaffolding or attach window washing equipment or other equipment temporarily on any Terrace and to require a Unit Owner to remove any personal property from its Terrace (at the Unit Owner's sole cost and expense) in connection therewith, and, in such event, the affected Unit Owner will not be entitled to compensation or an abatement of Common Charges from the Condominium or other Unit Owners for the period during which their use of the Terrace is restricted or prevented in connection with repair or maintenance work in or to the Building.

All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Laws. Plants may not exceed the total weight allowance of [one hundred (100) pounds] or such lesser load capacity as is determined by the Board, in its sole discretion. It will be the responsibility of the Unit Owner to maintain plant containers in good condition, and the drainage tiles and weep holes in operating condition. No run off or excess water from irrigation systems or watering of plants shall be allowed. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. The Terrace must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Unit Owner shall not remove any of the above items by putting them over the Terrace walls or rails, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace wall,

structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on the Terrace; any appropriate furniture including table, chair cushions and umbrellas may be left on the Terrace only if properly secured to prevent them from becoming airborne in the case of a windstorm. No items can be placed on the Terrace parapet wall and/or railing. The Terrace or its walls or railings may not be painted, cemented or changed in any fashion from the original appearance. No carpeting or other floor covering may be placed on the Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on the Terrace. No animals, which include but are not limited to dogs, cats, birds, may be allowed unattended on the Terrace. In no event shall any Unit Owner of a Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity of the Building and the health and safety of the occupants.

In the event a Unit Owner fails to comply with any of its maintenance obligations, the Board may, at the expense of the Unit Owner and without liability to the Board, enter the Unit and perform such acts as are necessary to cure the Unit Owner's default.

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

23. Rooftop Terraces

The Roof will include "The Rooftop", a shared rooftop terrace for use by all the residents and guests of the Residential Units. Purchasers are advised that certain building mechanical equipment and mechanical equipment rooms will also be located on the Roof and that occupants and users of the Rooftop may perceive noise and/or vibration from such equipment. (See the Special Risk entitled "Building Mechanical Equipment and Noise" and the "Description of Property and Specifications" in Part II of this Plan.)

The PHA Unit will include a Terrace on the Floor 11 and a rooftop Terrace on the Roof. As set forth in the Declaration in Part II of this Plan, the PHA Unit rooftop Terrace is subject to an easement in favor of Sponsor and the Board for access in, over and through such Terrace to install, operate, maintain, repair, alter, rebuild, restore and replace portions of the Building, including without limitation, the fireplace flues and Building façade. PHA's Terrace on the Roof includes a decorative water feature, for which PHA Unit Owner shall be responsible for all work and costs to operate, maintain, repair, and replace the decorative water feature and its related systems. The PHA Unit Owner shall be required to enter into an annual service maintenance agreement with a vendor approved by the Board, in its reasonable discretion, to ensure the decorative water feature is kept in good working order. The PHA Unit Owner shall be solely liable for any water intrusion, leakage or other damage to the Building, including any other Unit Owner's Unit, resulting from the failure to maintain the decorative water feature] in good working order. In connection with the decorative water feature and possible water intrusion, leakage or other damage to the Building, including any other Unit Owner's Unit, the PHA Unit Owner shall be obligated to obtain, maintain and provide evidence of, such insurance as may be prescribed from time to time by the Board.

(See "Description of Property and Specifications" and "Rights and Obligations of the Unit Owners and the Board" in Part I of the Plan for further discussion.)

24. Storage Lockers

The Storage Lockers will be located in a Storage Room in the Cellar, as shown on the Floor Plans and/or more particularly described in the Description of Property and Specifications set forth as Exhibit 4 in Part II of this Plan. The rules and regulations governing the use of the Storage Lockers, as well as the Storage Room, are contained in the By-Laws. Additional rules and regulations concerning the same may be adopted by the Condominium Board from time to time.

Storage Locker Licenses will be offered for sale under this Plan to Residential Unit Owners only. Sponsor reserves the right to offer as many or as few Storage Locker Licenses, as it determines in its sole discretion and in accordance with applicable Legal Requirements. In addition, Sponsor reserves the right to limit the number of Storage Locker Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion.

Holders of Storage Locker Licenses will be required to pay an initial monthly license fee to the Condominium in an amount equal to $1.00 per month per square foot (as shown on Schedule A) of such Storage Locker, which amount shall, following the fifth anniversary of the First Closing, be subject to annual increases based upon the CPI Increase Factor, or otherwise with such increases from time to time in the discretion of the Condominium Board as required to defray the costs of operating and maintaining the Storage Room and the Storage Lockers. Sponsor shall not be responsible for paying the aforementioned monthly license fee for unlicensed Storage Lockers. The Condominium Board shall have, without limitation, the same rights and remedies with respect to the collection of such license fees as it does with respect to Common Charges. Sponsor makes no representation whatsoever regarding the future license fees to Storage Locker Licensees or to the availability of such Storage Locker Licenses. In addition, even to the extent available, no representation is made with respect to the expected date of completion or availability of such Storage Lockers and as a result, Storage Lockers may not be available at and for a period of time following the closing of title to any Unit.

Since the Storage Lockers are located in the Storage Room in the Cellar, a below-grade area, neither the Board nor Sponsor can make any representation that the Storage Room will remain dry or will not experience any water infiltration and neither the Board nor Sponsor will be responsible for any damage to items stored within the Storage Room. Residential Unit Owners who store items in the Storage Room do so entirely at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

A Purchaser who has executed a rider to his or her Agreement to purchase a Storage Locker License will be required to consummate its purchase of its Unit and the Storage Locker License even though a TCO for the Storage Room may not have been issued, and/or access to the applicable Storage Locker may not be available on the date set for closing. Notwithstanding the foregoing, applicable license fees for the Storage Locker Licenses will not be collected from a holder of a Storage Locker License until a TCO for the Storage Room has been issued and use of the applicable Storage Locker is made available to such Purchaser.

Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Storage Room and Storage Lockers, and the number and size of the Storage Lockers by, among other things, reconfiguring the Storage Room and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Limited Common Element space (other than such Residential Limited Common Element spaces which are used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Storage Room. Sponsor expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same. (See the Section entitled "Description of the Property and Improvements" in Part I of the Plan for further discussion.)

25. Increase or Decrease in Common Interest

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

Notwithstanding the foregoing, where an Agreement for a Unit has been countersigned by Sponsor and returned to Purchaser, no material change in a Unit's layout, no material decrease in unit size and no material change (increase or decrease) to the proportionate share of aggregate common interest for such Unit will be made unless (i) the affected Purchaser consents; (ii) the Purchaser is in default; or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Law, unforeseen events, etc., and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where, in the exercise of sound construction management practices, no practicable alternative exists), and in such event covered by this clause (iii), Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Agreement(s) and receive a refund of their Deposit(s) together with all interest earned thereon. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) or less is not material.

26. Window Treatments and Washing

In order to promote a consistent appearance of the Building from the outside, each Unit Owner will be required to install and maintain window treatments having a neutral-colored backing on the sides facing the windows in its Unit, which window treatments and backings must conform

to any specifications (including a new color) established from time to time by the Condominium Board.

The Building does not include a window washing system; therefore, all windows within the Units will be cleaned by Unit Owners, at each Unit Owner's sole cost and expense. The Board may elect to engage a service to perform window washing services for all or portions of the Building, to the extent the Board deems it necessary, appropriate or desirable in connection with the washing of exterior windows of Residential Units and Residential Common Elements, and in such event, this cost would constitute a Common Charge expense payable by the benefited Residential Unit Owners located appurtenant to such windows in accordance with their respective Residential Common Interests. The frequency of exterior cleanings shall be at the Board's discretion but shall be occur not less than once annually. As the Building does not include a window washing system, washing of the Residential Windows will require access from, to and through Residential Units having Terraces, and will involve the temporary obstruction of use of the Terraces. In connection any scheduled window cleaning service, the Unit Owner having such appurtenant Terrace shall be obligated to temporarily clear the Terrace of all furnishings and objects. The interior glass surfaces of all windows in the Units shall also be the responsibility of the respective Unit Owners. All window interiors shall be cleaned a minimum of two (2) times per calendar year. The Board may from time to time enforce the responsibility of Unit Owners to wash and clean the surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise. Unit Owners are also prohibited from making any repair or alteration which would void any warranty covering the building's windows. (See the Sections entitled "Introduction" and "Rights and Obligations of the Unit Owners and the Board" in Part I of the Plan for further discussion).

27. Reservation of Air/Development Rights

The Sponsor has retained and expressly reserves all excess air or developmental rights (collectively, the "Development Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable laws and otherwise, may not be possible or may be limited. Further, the Sponsor, as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale. Sponsor reserves the right to form a tax lot parcel as part of the Condominium in which to house Development Rights, and in such event, the Declaration of Condominium will be amended to reflect the creation of such tax lot parcel.

The Development Rights reserved by Sponsor will not be used to add additional floors to the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will

require the use of Development Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In addition, Sponsor has no plans at this time to utilize or transfer any such excess Development Rights. (See the Section entitled "Reservation of Air and Development Rights" in Part I of the Plan.)

28. Building Mechanical Equipment and Noise

The Building incorporates highly sophisticated mechanical equipment, including the building back-up generator (which will provide service solely to emergency systems), elevators and related equipment and HVAC equipment, designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment (which may include required periodic testing), some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Condominium Board with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury high-rise residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code and Title 24, Chapter 2, Section 24-201, et. seq. of the New York City Administrative Code (the "New York City Noise Control Code).

Additionally, the Building contains amenities, including, but not limited to, the Fitness Studio in the Cellar, the Rooftop, and the Garden on the Ground Floor. Residential Units adjacent to, above or in the vicinity of amenities may perceive noise, vibration and/or excess traffic from those areas. Sponsor and the Condominium Board shall not be responsible and shall have no obligation to minimize, reduce or eliminate such noise, vibration and/or traffic.

Further, Purchasers are prohibited from impeding access to any mechanical equipment which may be located in the ceilings, walls or closets of Residential Units, including without limitation the HVAC equipment located in the ceiling about certain closets in Residential Units. The Condominium Board and its employees, agents and contractees may require intermittent access for maintenance, repair and replacement of such mechanical equipment, and Purchasers are prohibited from blocking such access or building any installation or fixture which inhibits such access or is otherwise in violation of applicable law.

29. Views from Residential Units

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

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

30. City Living

As a city of over eight million people and growing, New York City is subject to many of the conditions typical of any large, modern metropolis: noise, traffic, crowds, odor, light and air pollution, etc., which some Purchasers may find challenging. The perpetual nature of development and redevelopment in New York City has the potential to impact a Unit's view and access to natural light. In addition, the density of urban living means that other people may be living above, below, or adjacent to a Unit, and a Purchaser is likely to experience noise, vibration and odors originating from neighboring Units. No Unit Owners shall be permitted to conduct any improper, offensive or unlawful use of the Property or any portion thereof, and the Condominium Board shall have the right to promulgate and amend Rules and Regulations, and impose fees for violations thereof, for the benefit of all Unit Owners. The determination of whether a use is improper or offensive will be made by the Condominium Board or the Managing Agent based upon reasonable, objective support. (See the Section of Part I of this Plan entitled "Description of the Property and Improvements" for further discussion.)

31. Building Settling

As described more particularly in the "Description of Property and Specifications" in Part II of the Plan, all buildings and the attached nonstructural components endure, and Sponsor shall not be responsible for, short and long term creep and shrinkage along with various deformations and movements under different loadings: differential column shortening, lateral story drift, building racking, deflection and thermal deformation, and similar results. Residential Unit Owners should expect structural movement that may result in uneven floors, minor cracking in partitions, floor, and ceiling finishes and other cosmetic issues. (See the Section of Part I of this Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

32. Wood Floors

Purchasers are advised that wood floors may be damaged as a result of improper or inadequate care and maintenance; and Sponsor will have no liability in connection therewith. The Units will be delivered with wood floors. As recommended by the National Wood Flooring Association, Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling and subsequent gapping. More information is available on the manufacturer's website. Purchasers should refer to the manufacturer's recommendations as well as those of the National Wood Flooring Association (see, e.g., http://www.nwfa.org/ and http://woodfloors.org/maintenance.aspx). All wood products need to be maintained according to the manufacturer's recommendations.

Wood is also subject to changes as a result of humidity, including seasonal changes in humidity, as well as chipping, scratching, cracking, cupping and curling. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear, including without limitation, bleaching due to sun exposure. Any exposure to the sun will subject the floors to bleaching and Sponsor makes no representation about the color or cohesion of the floor. Standing water will cause cupping, swelling, and subsequent gapping.

Relative humidity should be between thirty-five percent (35%) and sixty-five (65%) to avoid excessive shrinkage, cracking, swelling or cupping.

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

33. Maintenance of Stone Surfaces

Maintenance and cleaning of any stone surfaces by Residential Unit Owners should be done in accordance with the recommendations of the Marble Institute of America. (See the Section of Part I of this Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

34. Floor Area

Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit of to the exterior side of the opposite exterior walls. PHA and PHB Units include as part of their Units the gallery corridors adjacent to the elevators on their respective floors and each floor's refuse room. Each Unit is measured vertically from the top of finished floor to the ceiling which varies from dropped gypsum ceilings to the underside of painted structural slabs. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the stated heights and may also vary slightly from room to room. Common Elements located within or appurtenant to any Unit shall not be considered a part of such Unit. Ceiling heights in the kitchens, powder rooms, bathrooms, foyers and corridors will vary from the heights stated due to beam drops and/or concealed mechanical pipes or ducts or other piping that is in the ceilings. Heights may be lower than the stated heights and may also vary from room to room. This method of measurement is applicable to all Units. All dimensions of rooms and other interior areas shown on the floor plans were calculated from the interior faces of walls exclusive of structural and mechanical enclosures projecting into the space. The Terraces shall be measured from face of building to inside of glass railing. The approximate square foot area of each Storage Room is measured from the interior face of wall to interior face of opposite wall. The square foot areas determined using the methodology set forth above would be different form that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual useable floor area for each Unit. All dimensions on the Unit plans/exhibits are approximate and subject to normal construction variances and tolerances. All kitchens and bathrooms are adaptable in accordance with the New York City Building Code, Chapter 11 and Fair Housing Act Design Manual for compliance with the Fair Housing Act, through appropriate enhancement of the substructure. Certain adaptability provisions, especially those that are visible in nature, have not been provided. In the event that a conversion is needed, the cost of adapting these spaces shall be borne by the Sponsor in the case of the first sale of such Residential Unit and by the Residential Unit Owner for all future sales. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not

necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

35. Fireplace Maintenance

In addition to the gas fireplace located in the Living Room on the Ground Floor, gas fireplaces for the private use of specific Unit Owners will be located in Units 9A and PHA and PHB (the "Private Fireplaces"). The fireplace located in the Living Room will exhaust to the west façade of the Building, while the Private Fireplaces will have flues that terminate above the Roof via a chimney located in the PHA Terrace. The Private Fireplaces, and all related flues, conduits, and equipment, shall be inspected, serviced and maintained in good working order and repair, which inspections shall occur twice annually, or more or less frequently as may be determined by the Board (the "Fireplace Maintenance Requirement"). In connection with the Fireplace Maintenance Requirement, the Unit Owners of Unit 9A, PHA and PHB shall be required to enter into a maintenance and service agreement with a contractor approved by the Board, the expense of which shall either be paid directly to the contractor by the Unit Owners of 9A, PHA and PHB, respectively, or shall be paid to the contractor by the Board and charged back to the applicable Unit Owners as Common Charges. The electric fireplaces located in PHA and PHB are not subject to the Fireplace Maintenance Requirement, but must be maintained by the applicable Unit Owner, at such Unit Owner's sole expense, in good working order and repair.

36. PHA and PHB Gallery

The gallery corridors adjacent to the elevators in Unit PHA and PHB constitute part of the Unit. In the event of an emergency, these corridors also constitute emergency egress paths. As a result, no decoration or alteration shall be made to, and no items of personal property shall be placed whether temporarily or permanently therein, to the extent the same shall: (i) constitute a violation of any applicable law or insurance requirement; (ii) cause the building or any part thereof to fail to comply with any applicable law or insurance requirement, including, but not limited to, obstruction of the fire stairs and required clearance of and access thereto; or (iii) affect any building systems, equipment or structures including, without limitation, HVAC, electrical, plumbing, or life safety.

37. Window Limit Stops; Child Safety Window Guards

Window limit stops installed at each window appurtenant to a Residential Unit permit the window to only be opened by approximately four (4) inches. Unit Owners are not allowed to remove or dismantle such window limit stops other than where permitted by law. In the event a child under the age of eleven (11) resides in a Residential Unit, or visits for an extended period of time, the Unit Owner is required to have installed (at Unit Owner's expense) child safety window guards in all windows of the Unit, as per New York City Code, and may not be removed. The Unit Owner must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides in the Unit.

48. Lot Line Windows

Lot line windows are located at the northern elevation of the Building in Residential Units

PHB. Notwithstanding the foregoing, the tax lot containing the Building is benefited by a light and air easement in both the front and rear of the property (collectively, the "Light and Air Easement") pursuant to a Zoning Lot Development and Easement Agreement the dated November 18, 2019 and recorded on November 22, 2019 under CRFN 2019000384718. Pursuant to the Zoning Lot Development and Easement Agreement, the owner of adjacent tax lot 20 ("Neighbor's Parcel") has covenanted that no building, structure, improvement, fixture or equipment will be constructed or allowed to exist on Neighbor's Parcel which encroaches on the Light and Air Easement at the northern elevation of the Building.

In accordance with applicable law, should a building be constructed on the adjacent lots at the height of these windows, these windows would be required to be reduced or closed, and in such event, the Board would perform the necessary work and the affected Unit Owners would solely bear the cost relating to such reduction or closure. The estimated cost to close a lot line will be approximately $10,000 to $15,000. Windows located at lot lines will not count as providing light and air where required by applicable codes. The closure of a lot line window would potentially result in a reduction in light and air exposure to the affected room or rooms within a Unit. However, every bedroom or living room that has a lot line window also has a window or windows not located on the lot line that provide legally required light and air. All lot line windows will be constructed in compliance with the applicable building code and all applicable legal requirements.

(See Exhibit 4 in Part II of this Plan entitled "Description of Property and Specifications" for further information.)

38. Carbon Monoxide Detector

Effective November 5, 2004, owners of Class A multiple dwellings in New York City, which include condominiums, must install and maintain carbon monoxide detectors. Accordingly, all Unit Owners are required to maintain the carbon monoxide detector located within his or her Unit so that same is, at all times, in working order.

39. Local Law 97

As part of the Climate Mobilization Act passed by the New York City Council in April 2019, and its attendant rules and regulations set forth in the NYC Administrative Code §28-320 and §28-321 (collectively and as each may be amended from time to time, "Local Law 97"), in 2024 restrictions on carbon emissions will be instituted against most buildings in New York City larger than 25,000 square feet, including the Condominium. Commencing 2025, buildings in New York City, including the Condominium, will be required to issue annual compliance reports. Buildings that exceed the applicable carbon emission caps under Local Law 97 are subject to fines. Under the term of Local Law 97, more stringent carbon emission requirements and related penalties for noncompliance will become effective over time, including as early as 2030. While the Building will be newly constructed, Sponsor makes no representation as to whether and to what degree the Building will meet carbon emission requirements or other environmental or energy-related requirements imposed by Law, now or in the future. No provision has been made in the Schedule B budget for the cost of compliance with Local Law 97, including as it may relate to future alterations to the Building and its mechanical systems as may be necessary or desirable

to meet carbon emission limits or other environmental or energy-related requirements imposed by Law. All such costs related to Local Law 97 compliance, or other environmental or energy-related requirements imposed by Law, shall solely be the obligation of the Unit Owners, whether through Common Charges, special assessments, financing, or otherwise.

40. Availability of Mortgages

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which percentage in some cases may be as high as fifty percent (50%) or seventy percent (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 ten percent (10%) or more. Purchasers are advised, among other things, that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include limiting the number of units that may be owned by a single owner. Thus it may be possible for a purchaser to experience difficulty obtaining a loan as a result of the foregoing. 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.

41. Sponsor's Use of the Building for Promotional Functions

Sponsor and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise. Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

42. Special Allocation of Certain Common Expenses

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the General Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Retail Unit and the Community Facility Unit will receive in certain instances greater or fewer services from the Condominium, and accordingly, will bear an allocated share of the expenses of the Condominium, all as described in Schedule A - "Purchase Prices and Related Information" and Schedule B - "Projected Budget for First Year of Condominium Operation" of the Plan and Article 5 of the Condominium By-Laws. Such allocated share of expenses will result in the Residential Unit

Owners having to pay either higher (if fewer services are being provided to the Retail Unit Owner) or lower (if greater services are being provided to the Nonresidential Unit Owners shared expenses of the Condominium. The Nonresidential Unit Owners will pay the expenses fairly attributable to them. The requirements for amending Article 5 of the Condominium By-Laws d not differ from those otherwise provided in the Condominium By-Laws. The requirements for amending Article 6 of the Condominium By-Laws do not differ from those otherwise provided in the Condominium By-Laws.

43. Waiver of Collection of Common Charges by Sponsor

Sponsor reserves the right, in its sole and absolute discretion, to direct the Board to waive the collection of Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for timely payment of all expenses to operate the Building during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments required by lenders. All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B – "Projected Budget for First Year of Condominium Operation". As the completion and or availability of amenities, services and/or facilities may be limited or restricted for a period of time following the First Closing (depending on ongoing construction and/or the occupancy level in the Building), the Sponsor anticipates that these operating costs will increase until they reach the projections set forth in the Schedule B as the occupancy level of the Building increases and the construction of the Building progresses. Purchasers should note that Schedule B will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances the Unit Owners will remain responsible for the payment of individual Unit Owner expenses such as real estate taxes, utility charges, etc. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the Waiver Period.

During any such Waiver Period, Sponsor shall remain obligated to update the operating budget for the Condominium when and as needed, [and if Sponsor controls the Board, to provide certified financial statements for the Condominium, as required by the regulations promulgated by the New York State Department of Law]. If Sponsor shall exercise its right to direct the board to waive collection of Common Charges as set forth above, Sponsor shall disclose such fact in the closing notice to Purchasers. Thereafter, Sponsor shall disclose such fact in the post-closing Amendment to the Plan and also disclose the anticipated length of the Waiver Period. Sponsor will notify all Unit Owners in writing of the expiration of the Waiver Period at least thirty (30) days prior to such expiration and will disclose such fact in the following amendment to the Plan. Upon expiration of any such Waiver Period and the commencement of assessment of common charges against the Units, there will not be an assessment for any expense in the approved budget for the Condominium.

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

49. Sponsor's Loan

Sponsor has obtained financing ("Sponsor's Loan") for this project from Fortress Credit Corp. (together with any co-lenders, successors or assigns of Sponsor's Loan, "Sponsor's Lender"), in the aggregate amount of $19,181,178.90. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Sponsor's Loan does not contain a restriction on Sponsor's ability to rent Unsold Residential Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's obligations hereunder pursuant to Sponsor's Loan, such event shall not be deemed material and adverse and will not give rise to a right of rescission. Sponsor reserves the right to obtain additional financing, the terms of which could include additional or different requirements on Sponsor. Sponsor shall make all required disclosures with respect to additional financing, if any.

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

44. Tenant Protection Plan

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

45. Certification by Sponsor and Sponsor's Principals

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

46. Model Residential Unit

Purchasers are advised that there may be certain design elements included in a model Residential Unit or displayed in the sales office that are not offered for sale and not included in the Residential Units being sold. Specifically, the furniture, furnishings, materials, equipment, hardware, installations, lighting or decorations displayed in a model Residential Unit should not be deemed to be included in the sale of a Residential Unit, except as otherwise described in this Plan. The materials, appliances and finishes, etc. in the Building and/or Residential Units are described in this Plan and are subject to modification as provided herein, and may vary from those

displayed in a model Residential Unit. All dimensions in a model Residential Unit are approximate and subject to normal construction variances and tolerances. Purchasers should consult the floor plans appearing as Exhibit 5 in Part II of the Plan and consult Sponsor with any questions as to precisely what design elements their Residential Unit will include. (See the Section entitled "Description of the Property and Improvements" in Part I of the Plan for additional information.)

47. Floor Numbering

As referred to herein, the floors of the Building are as follows: Cellar Floor, Ground Floor (corresponding with the first construction floor), Floors 2 through 11, and Roof. Therefore, the method of numbering the floors is different from the construction designations. All "floor" references herein are in accordance with the marketing floor designations in the prior sentence, unless otherwise expressly stated.

48. Flood Zone

As of the Filing Date, the Property is not located within any Flood Zone. Neither Sponsor, the Board nor the Managing Agent shall be liable for any damage or destruction caused by flooding or any other causes whatsoever.

49. Pet Policy

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board or Managing Agent in their sole discretion, at any time, with or without cause. A Residential Unit Owner may keep as pets in his or her Unit not more than two domestic dogs, domestic cats, caged birds and fish, unless the Board or the Managing Agent in each instance has expressly consented in writing to a greater number of pets. No pets shall be permitted to remain in the Building which constitute a health hazard, result in unsanitary conditions or constitutes a nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a health hazard or nuisance or resulting in unsanitary conditions shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event shall a pet other than those enumerated above be permitted in any Unit without the prior written consent of the Board (which may be granted or denied in the sole discretion of the Board), nor shall any pet be permitted in any public elevator in the Building, other than the elevators designated by the Board or the Managing Agent of the Building for that purpose, or in any of the public portions of the Building, unless carried or on a leash. The Board has the right in its sole and absolute discretion to implement rules for any or all pets, including, but not limited to, a requirement for any or all pets to ride in the service elevator. Any Unit Owner in the public portions of the Building with an animal that is unleashed and not carried shall be fined in accordance with the Rules and Regulations. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board, which agreement may set forth such other rules regarding pets as the Board shall deem suitable and require the Unit Owner to indemnify, defend

and hold harmless the Building, the Board, all Unit Owners and the Managing Agent of the Building from all claims and expenses resulting from the acts or presence of such pet.

50. Smoking Policy

The use of cigarette, e-cigarette, cigars or pipes (collectively, including with respect to tobacco, marijuana or otherwise, "Smoking") is prohibited in any Common Element areas within the interior of the building as required by all applicable laws and is prohibited in any exterior Common Elements, but is permitted within Units and on the Terraces appurtenant to certain Residential Units. However, individuals shall not allow the smoke or smell from Smoking to emanate from any such permitted areas if they are unable to prevent the smoke from entering interior Common Element areas, exterior Common Elements for which such activity is prohibited, or another Unit. Unit Owners, occupants and their guests shall not permit the smoke or smell from Smoking to escape from a Unit or enter any other Unit or the Common Elements. Unit Owners, their guests and tenants shall not smoke in their Units if they are unable to prevent the smoke and smell from entering the Common Elements or another Unit. In no event will the smoking or use of illegal substances be permitted in the Building. The Condominium Board shall have the right to seek and obtain a court order enjoining the occupant of a Unit from Smoking in the Unit or the Common Elements if the smoke or smell escapes the Unit and the Condominium Board shall have the right to seek the eviction of a tenant Smoking in a Unit or the Common Elements if the smoke or smell escapes from the Unit. In addition to all other remedies available to the Condominium Board, violation of this policy shall subject the Unit Owner to (i) a fine in an amount to be determined from time to time by the Condominium Board, and (ii) reimbursement of any fees or expenses incurred by the Condominium or the Condominium Board to cause the smoke and smell infiltration into the Common Elements or another Unit to cease (including legal fees) in enforcing this provision. (See the Section of Part I of this Plan entitled "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion.)

50. New York City Façade Inspection and Safety Program (FISP)

The New York City Façade Inspection and Safety Program (FISP) formerly known as Local Law LL11-98 applies to the Building. Under FISP, periodic inspections are required in order to maintain a building's exterior walls and appurtenances thereto in a safe condition. A filing is required for all buildings with exterior walls or parts thereof that are greater than six stories in height.

The Condominium will be required to file a report once every five-year report filing cycle as established by the DOB. A report shall be filed within sixty days of the date on which the visual critical examination is completed (final inspection date) and not more than one year after the completion date of the required physical close-up inspection. A building is classified as "safe" when the condition of the building wall, any appurtenances thereto or any part thereof does not require 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. FISP requires that a report shall be filed five years from the date the first temporary certificate of occupancy is issued within the applicable filing window. Compliance with FISP, including, but not limited to, hiring an architect or engineer to perform an inspection and filing a report with DOB, and any costs associated therewith shall entirely be the responsibility of the Condominium Board, and not of Sponsor. Purchasers are advised that costs associated with FISP inspections could be substantial and may include

installation of construction bridges and other scaffolding as required by DOB for extended periods of time. See Document #4 "Description of Property and Improvements" in Part II of the Plan.

51. Title Company Reporting

On January 13, 2016, the U.S. Financial Crimes Enforcement Network ("FinCEN") issued an order (as amended and extended to date, the "Order") requiring title companies to collect and report certain information about persons involved in residential real estate transactions in Manhattan for closings occurring until the expiration of the effective period of such Order. Pursuant to the Order, title companies are required to disclose the identities of the beneficial owner(s) or holder(s) of 25% or more of the direct or indirect equity or beneficial interests in a purchasing entity in residential real estate transactions where: (a) Purchaser is a legal entity as defined in the Order; (b) the total Purchase Price is in excess of $3,000,000; (c) Purchaser does not obtain external financing; and (d) the Deposit or Balance is made, at least in part, using currency, a cashier's check, a certified check, a traveler's check, or a money order in any form. Purchasers should confer with their attorneys and with their title company for further information.

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PART I

A. INTRODUCTION

64 Owner LLC, a limited liability company organized and existing under the Law of the State of Delaware ("Sponsor"), hereby presents this Offering Plan (the "Plan") for the establishment of condominium ownership of the land, Building and appurtenances thereto, situated between East 11th Street to the north and East 10th Street to the south, and known by the street address 64 University Place, New York, New York, in the county of New York. The condominium will be known as the "64 University Place Condominium" and is herein called the "Condominium."

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

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and the Unit Owners. Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the property and certifications by Sponsor, Sponsor's architect and Sponsor's financial experts. In addition to the Plan, Sponsor has filed separately with the Department of Law certain exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

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

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

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL OF THE STATE

OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

1. The Property

Sponsor is the owner of a parcel of land located in the State of New York, County of New York, Block 568, Lot 21, acquired by Sponsor by deed dated June 25, 2021 and recorded in the City Register's Office on July 6, 2021 under CRFN 2021000255805. The Land consists of an area of approximately 6,679 square feet located at 64 University Place New York, New York. As the Building will constitute new construction, as of the First Closing all of the Residential Units offered for sale under this Plan will be vacant, subject only to any interim leases entered into with Purchasers in accordance with the terms herein. As more specifically described herein, upon completion of construction, the Condominium will initially constitute and include:

(a) 28 Residential Units located on Floors 2 through 11 within the Building, including with respect to certain Residential Units, appurtenant Terraces for the exclusive use of the respective Residential Unit Owner on Floors 7 through 11, and the Roof;

(b) 1 Retail Unit located on portions of the Cellar and Ground Floor;

(c) 1 Community Facility Unit located on a portion of the Ground Floor;

(d a Storage Room with twenty-eight (28) Storage Lockers, for which Sponsor is offering licenses for sale hereunder;

(e) amenities for the use of the occupants of the Residential Unit Owners, currently anticipated to include the Fitness Studio, Laundry Room, Bicycle Storage on the Cellar Floor, the Lobby, the Living Room and Garden on the Ground Floor, and the Rooftop on the Roof; and

(f) various utility, mechanical rooms and service areas located throughout the Building.

Based upon the Sponsor's construction schedule anticipated as of the initial filing date of this Plan, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, pandemics or epidemics, acts of god or other events beyond its reasonable control, the first closing of a Residential Unit will occur on or around December 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than November 30, 2024, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first Residential Unit closing occurs before November 30, 2024, the Sponsor may schedule the closing of title to other Residential Units significantly later than such

date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specific timeframe or to ensure that closing of title to your Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

Prospective Purchasers should note, however, that the Residential Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned (such right of rescission sometimes referred to herein as the "First Closing Rescission Right").

If the Plan is amended to provide for a later projected date for the First Closing, affected Purchasers will be entitled to a First Closing Rescission Right if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after December 1, 2023, Sponsor may schedule the closings of title to other units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified 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. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

Except as it relates to any of Purchasers' Rights under the Martin Act and its attendant regulations promulgated by the New York State Attorney General's Office, Purchasers' aforementioned rescission rights are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

As set forth in more detail in the Section entitled "Changes in Prices and Units: Residential Units and Storage Lockers" in Part I of the Plan, Sponsor reserves the right to change the number

of Units and Storage Lockers from time to time by subdividing and/or combining Units and Storage Lockers, even after the Condominium is created, except with respect to a Unit or Storage Locker has to which a binding Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change. Sponsor also reserves the right to change the number of Units and Storage Lockers by, among other things, subdividing and reconfiguring the Nonresidential Units and, in connection with such subdivision and reconfiguration, redesignating in an amendment to the Declaration a portion of a subdivided Nonresidential Unit as further described in this Plan.

A detailed description of the Property is contained in the Section of the Plan entitled "Description of Property and Specifications" in Part II of the Plan.

2. Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner is the fee owner of his or her Unit. Each such Unit Owner also owns, in common with the owners of all other Units, an undivided interest in the Common Elements, which, as more particularly set forth herein and in the Declaration, include all parts of the Property other than the Units themselves, including, without limitation, the Land and the roofs, foundations and supports of the Building, and all areas, equipment or facilities for the common use of two or more Units or two or more Unit Owners. In addition, certain Common Elements may be designated in the Condominium Documents as a Limited Common Element for exclusive use and access by a designated Unit Owner, subject to certain limitations as more provided for therein. An example of a Limited Common Element in the Condominium is a Terrace appurtenant to a given Residential Unit.

Use and occupancy of all Units is governed by the Declaration and the By-Laws of the Condominium, the provisions of this Plan and applicable Legal Requirements.

As more particularly set forth in the By-Laws, a Residential Unit may generally be used only as a residence and, subject to compliance with the By-Laws and applicable laws, for a lawful home occupation.

Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage purposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its Licensee thereof. To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity. If at any time a Licensee sells or leases its Residential Unit

and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee.

With certain exceptions, any sale or lease of a Residential Unit will be subject to a right by the Condominium Board to acquire or lease such Residential Unit, as the case may be, on the same terms as were offered by the Residential Unit Owner to the potential purchaser or lessee thereof. This right of first refusal in favor of the Condominium Board is not applicable to a sale or lease of the Unsold Units. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board" in Part I of the Plan.

There is no limit on the number of Unit Owners who may purchase a Unit for investment, rather than personal occupancy, purposes. As such there may always be a substantial percentage of Unit Owners who are non-residents of the Condominium.

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The estimated Common Charges for each Unit for the projected First Year of Condominium Operation are set forth in Schedule A.

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

Residential Unit Owners may decorate the interior of their Residential Units in any way that they desire, subject to compliance with the By-Laws, the Rules and Regulations and applicable Legal Requirements and will be responsible for maintaining, repairing and painting their Residential Units and for complying with Legal Requirements applicable to their Residential Units, all at their own expense.

As set forth in the Rules and Regulations to the By-Laws, Residential Unit Owners may install and maintain window treatment materials, where appropriate, provided that such materials have a neutral-colored backing and otherwise conform to any specifications (including a new color) established from time to time by the Condominium Board.

Residential Unit Owners must obtain the consent of the Condominium Board before altering their Residential Units in any way, subject to the further applicable provisions of the By-Laws. There are no limitations or restrictions upon the rights of a Nonresidential Unit Owner to decorate or alter their respective Unit except those imposed by applicable Legal Requirements or as expressly provided in the Declaration and/or By-Laws.

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

After the City of New York assesses as a separate tax lot each Unit and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against such Unit, and no Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

In the opinion of Herrick, Feinstein LLP, Sponsor's Counsel, an individual Residential Unit Owner who is a resident of New York City for tax purposes and who itemizes his or her deductions generally will, under the income tax laws and regulations in effect as of the date of this Plan and subject to certain limitations and qualifications, be entitled to deduct from his or her Federal, New York State and New York City income:

(a) the state and local real property taxes assessed against his or her Residential Unit and paid by such Residential Unit Owner; and

(b) "qualified residence interest" paid by such Residential Unit owner with respect to such Residential Unit.

Sponsor's counsel expresses no opinion regarding any deductions with respect to the Nonresidential Units or Storage Locker Licenses. Prospective Purchasers should refer to the Section below, entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium," as well as to Sponsor's Counsel's Income Tax Opinion reproduced below for a more complete discussion.

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit or with respect to the following items in, on or affixed to the Unit, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment,

ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors.

Consequently, all Residential Unit Owners are required, at the Unit Owner's own cost and expense, to obtain and maintain in full force and effect (i) a liability policy insuring against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, (ii) umbrella liability coverage of at least $3,000,000, and (iii) "special causes of loss" property insurance in respect of property damage occurring in, upon, to, or from the Unit or any part thereof (including, but not limited to, fixtures, furniture, furnishings, vehicle(s) and other personal property located at the Property, and appropriate coverage for additions, alterations, improvements and betterments). The limits of liability set forth in (i) and (ii) above may be increased by the Condominium Board from time to time provided that for so long as Sponsor owns at least one (1) Unsold Unit, any change or elimination of the requirements set forth above may only be made upon Sponsor's prior written consent. Further requirements with respect to insurance required to be maintained by Unit Owners are more particularly set forth in the By-Laws. Evidence of such insurance must be provided by the Purchaser at the Closing of title of each Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget. In addition, until payment of the debt under the mortgage securing Sponsor's Loan (is made in full or until such mortgage is assigned by Sponsor's Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations of Sponsor's Loan.

Purchasers who are presently in occupancy of a Unit or who otherwise take possession of a Unit prior to Closing should undertake to obtain appropriate levels of insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

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

In the event the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Sponsor makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence. Prospective Purchasers are advised to consult with an insurance broker concerning the circumstances under which additional living expenses and other costs may be covered by such policy.

3. Offering of Units for Sale

Sponsor hereby offers the twenty-eight (28) Residential Units for sale under the Plan. The Nonresidential Units are not being offered for sale hereunder at this time. No representation or warranty is made (other than as expressly set forth in this Plan) as to who the owner or tenant(s) of the Nonresidential Units may be at any time or the uses to which such Unit may be put at any time; and no income derived from any use of the Nonresidential Units will constitute income to the Condominium Board or the Residential Unit Owners.

There are no limitations on who may purchase such offered Units, except that Storage Locker Licenses generally may only be purchased by Residential Unit Owners and may thereafter be licensed only to Residential Unit Owners. However, Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Board, any Residential Unit Owner or mortgagee, to refuse to approve and execute an Agreement for any Residential Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, gender, sexual orientation, disability, age, marital status or national origin, or as otherwise prohibited by applicable Legal Requirements.

The prices for the Units offered under the Plan are listed on Schedule A, entitled “Schedule of Offering Prices and Related Information” for December 1, 2023 to November 30, 2024 the

Projected First Year of Condominium Operation. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, to rent or lease, rather than sell, the Units offered hereunder. There are no limitations of any kind on Sponsor's right to rent rather than sell Units after Plan consummation. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies. In addition, there is no commitment to sell more Units than the 15 percent of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium.

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

The estimated Common Charges for each Unit for the projected First Year of Condominium Operation are also set forth in said Schedule A. In addition to the payment of Common Charges each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit (although the By-Laws provide for a limited period of time following the recording of the Declaration when the Units may not be separately assessed), and interest and amortization payments on the mortgage, if any, which such Purchaser may obtain. (See the Section entitled "Available Services and Facilities" in Part I).

Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Unit during the First Year of Condominium Operation. See Notes to Schedule A hereof with respect to the basis of such estimate.

4. Offering of Storage Locker Licenses

Sponsor hereby offers Purchasers the opportunity to purchase the rights to exclusive use of Storage Locker pursuant to a license agreement. The form of the Storage Locker License Agreement to be used for licensing the use of such Storage Locker to individual Residential Unit Owners is included in Part II of this Plan as Exhibits 10, respectively. Sponsor will initially offer twenty-eight (28) and Storage Locker Licenses for sale hereunder.

The prices for the Storage Locker Licenses offered under the Plan are listed on Schedule A, entitled "Schedule of Offering Prices and Related Information" for December 1, 2023 to November 30, 2024 the Projected First Year of Condominium Operation. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Holders of Storage Locker Licenses will be required to pay an initial monthly license fee to the Condominium in an amount equal to [$1.00 per month per square foot] (as shown on Schedule A) of such Storage Locker, which amount shall, following the fifth anniversary of the First Closing, be subject to annual increases based upon the CPI Increase Factor, or otherwise with such increases from time to time in the discretion of the Condominium Board as required to defray

the costs of operating and maintaining the Storage Room and the Storage Lockers. Sponsor shall not be responsible for paying the aforementioned monthly license fee for unlicensed Storage Lockers.

The Condominium Board shall have, without limitation, the same rights and remedies with respect to the collection of such license fees as it does with respect to Common Charges. Sponsor makes no representation whatsoever regarding the future license fees to Storage Locker Licensees or to the availability of such Storage Locker Licenses. In addition, even to the extent available, no representation is made with respect to the expected date of completion or availability of such Storage Lockers and as a result, Storage Lockers may not be available at and for a period of time following the closing of title to any Unit.

Storage Locker Licenses will be offered for sale under this Plan to Residential Unit Owners only. Sponsor reserves the right to offer as many or as few Storage Locker Licenses, as it determines in its sole discretion and in accordance with applicable Legal Requirements. In addition, Sponsor reserves the right to limit the number of Storage Locker Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion.

A Purchaser who has executed a rider to his or her Agreement to purchase a Storage Locker License will be required to consummate its purchase of its Unit and the Storage Locker License even though a TCO for the Storage Room may not have been issued, and/or access to the applicable Storage Locker may not be available on the date set for closing. Notwithstanding the foregoing, applicable license fees for the Storage Locker Licenses will not be collected from a holder of a Storage Locker License until a TCO for the Storage Room has been issued and use of the applicable Storage Locker is made available to such Purchaser.

Upon the issuance of a License to a Unit Owner or the transfer of a License to an assignee, such Unit Owner or assignee, as the case may be, shall provide the Managing Agent with a copy of the License Agreement.

5. Certain Definitions

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

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

Development Rights: All excess air development rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan.

Building: The new building and other improvements to be located on the Land and commonly known as 64 University Place Condominium and by the street address of 64 University Place, New York, New York.

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

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

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

Common Elements: The entire property, including the Land and all parts of the Building and other improvements thereon, other than the Units. The Common Elements include, among other things, the foundations, roofs and supports of the Building and all areas, equipment or facilities for the common use of all or some of the Units or all or some of the Unit Owners. The Common Elements include the General Common Elements, Residential Common Element and Residential Limited Common Elements.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and the provision of services to Unit Owners.

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

Condominium: The 64 University Place Condominium.

Condominium Board or Board: The board of managers of the Condominium.

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

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

Department of Buildings or DOB: The Department of Buildings of The City of New York.

Deposit: The amount equal to 15% of the purchase price in the Agreement, collectively with any other monies deposited by a Purchaser in connection with the purchase of a License.

First Annual Meeting: The first annual meeting of the Unit Owners of the Condominium, to be held approximately 30 days following the [earlier to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Units representing at least 50% both in number and aggregate Common Interests of all Units.]

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

First Year of Condominium Operation. The 12-month period commencing on the date of the First Closing, currently anticipated to be the period from December 1, 2023 to November 30, 2024.

Floor Plans: The floor plan drawings included as Exhibit 5 in Part II hereof, depicting the separate floors and individual Units in the Building.

General Common Elements: All of the Common Elements which are not Residential Common Elements, as more particularly described in the Declaration and as shown on the Floor Plans for the Building.

Initial Control Period: The period ending upon the closing of title to Residential Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

Land: The land situated between East 11th Street to the north and East 10th Street to the South, having an address at 64 University Place, New York, New York, consisting of Block 568, Tax Lot 21 on the Tax Map of the Borough of New York, New York, as further and more particularly described in the Declaration.

Legal Requirements: All laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof, all as more fully provided in the By-Laws.

License: A Storage Locker License and collectively referred to herein as the "Licenses".

Licensee: Any licensee pursuant to a License and collectively referred to herein as the "Licensees".

Light and Air Easement: That certain light and air easement benefiting the Building as set forth in that certain Zoning Lot Development and Easement Agreement dated November 18, 2019 and recorded on November 22, 2019 under CRFN 2019000384718.

Managing Agent: It is anticipated that the managing agent of the Condominium will initially be Argo Real Estate LLC, an affiliate of Sponsor, a management firm engaged in the management of luxury residential buildings in New York City, pursuant to a management agreement, as more fully discussed in "Management Agreement" in Part I of this Plan.

Nonresidential Unit: Each of the Community Facility Unit and the Retail Unit.

Nonresidential Unit Owner: An owner of either of the Community Facility Unit or the Retail Unit.

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

Permitted Encumbrances: Those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement.

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

Plan: This offering plan for 64 University Place Condominium, as may be amended.

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

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

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

Residential Common Interest: The proportionate common interest appurtenant to a Residential Unit as against all other Residential Units (and excluding the Nonresidential Units), as more particularly set forth in Schedule A in Part I of this Plan.

Residential Limited Common Elements: Those Common Elements which serve or benefit exclusively one Residential Unit or Residential Unit Owner as more particularly described in the Declaration, such as a Terrace appurtenant to any Residential Unit (although the exclusively benefitted Residential Unit Owner shall have the responsibilities with respect thereto, and the Residential Limited Common Element shall be subject to such requirements and restrictions, as are set forth in the Declaration and By-Laws).

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

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

Retail Unit: The Unit designated in the Declaration as the Retail Unit, as the same may be subdivided or combined in accordance with the Declaration and/or By-Laws.

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

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

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

Selling Agent: Douglas Elliman Real Estate, having an address at 575 Madison Avenue, New York, New York 10022.

Sponsor; Sponsor or its designee; or similar phrases: 64 Owner LLC or any successor to Sponsor or a designee of Sponsor. Sponsor shall not be deemed to include a selling agent who has complied with Section 359-e of the GBL or an attorney or other expert retained by Sponsor solely to render professional advice or opinions in connection with this offering. Sponsor shall also be deemed to include Owners of at least ten (10) units or 20% of the total number of the Units in the Condominium, whichever is less, which are not purchased for occupancy by the Owner or one or more members of his or her immediate family; such Sponsor will be deemed, however, to be a Sponsor with the obligations of a Sponsor only in relationship to the Units which such Sponsor owns.

Sponsor's Closing Counsel: Herrick, Feinstein LLP, having an office at Two Park Avenue, New York, New York.

Sponsor's Office: The office of Sponsor located at 50 West 17th Street, New York, New York 10011.

Sponsor's Lender: Fortress Credit Corp., together with any co-lenders, successors or assigns of Sponsor's Loan, for so long as Sponsor's Loan is outstanding.

Sponsor's Loan: The loan encumbering the Property obtained by Sponsor from Sponsor's Lender.

Storage Locker: Any of the storage lockers, constituting Residential Common Elements, located on the Cellar Floor for which Sponsor is selling the right to exclusive use pursuant to a Storage Locker License.

Storage Locker Licenses: The licenses offered for sale hereunder for use of any Storage Locker in the Storage Room.

Storage Locker Licensee: The licensee under any Storge Locker License.

Storage Room: The room on the Cellar Floor in which the Storage Lockers are located, constituting a Residential Common Element.

Tax Lot Drawings: The floor plans which will be filed with, and approved by, the Real Property Assessment Bureau of The City of New York and the City Register's Office at the time the Declaration is recorded. The Floor Plans will show the locations of the Units and the Common Elements in the Building.

Terrace: Any of the terraces appurtenant to a Residential Unit as shown on the Floor Plans, with all such terraces being collectively referred to as the "Terraces."

Title Company: National Granite Title Insurance Agency, Inc., having an office at 155 North Main Street, New City, New York 10956, tel: 845-641-1415, http://www.nationalgranite.com, or such other or additional company/ies designated by Sponsor in an amendment to this Plan.

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

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

Unsold Units: Any Unit owned or retained by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of their respective designees as the holder of one or more Unsold Unit(s); any Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Unit that is acquired individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage. All or any of such Units are collectively referred to as the "Unsold Units."

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

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

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B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

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

1. The Building

The Building is located on the Land, having an address at 64 University Place, situated between East 11th Street to the north and East 10th Street to the South. The Land has frontage of approximately 65 feet on University Place, and consists of Block 568, Tax Lot 21 on the Tax Map of the Borough of New York.

The Building will be new construction and will initially contain 28 Residential Units, 1 Retail Unit and 1 Community Facility Unit (the latter two constituting the "Nonresidential Units"). The Residential Units are located on Floors 2 through 11, with certain amenities constituting Residential Common Elements located on the Cellar Floor, Ground Floor, and Roof. The Residential Common Elements include 28 Storage Lockers located in the Storage Room in the Cellar, for which Storage Locker Licenses are being offered hereunder.

Entry to the Building is on University Place. The Building will contain various shared amenities for use by the occupants of the Residential Units as more fully set forth in this Section B. As referred to herein, the floors of the Building are as follows: Cellar Floor, Ground Floor (corresponding with the first construction floor), Floors 2 through 11, and Roof. Therefore, the method of numbering the floors is different from the construction designations. All "floor" references herein are in accordance with the marketing floor designations in the prior sentence, unless otherwise expressly stated.

The Ground Floor along University Place will have a brick and aluminum/glass storefront. The west façade along the Garden will be a mix of brick and metal louvers for air intake. The main facades above the Ground Floor (east, north and west garden) will utilize aluminum and glass window wall system spanning from finish floor to a specified height with operable in-swinging doors. The column covers and spandrel beams will all be clad in masonry modular and norman brick. The south, north and west elevations abutting adjacent buildings will be block walls and where the adjacent buildings setback, the new building will be stucco wall construction. The roof bulkhead will be brick in portions up to the 13th floor slab and above will utilize an aluminum cladding system and perforated metal panels fixed to concrete beams or block walls. There will be an acoustical louver system at the bulkhead enclosure.

Kohn Pedersom Fox Associates PC, having an office at 11 West 42nd Street, New York, NY 10036 has been engaged as Sponsor's architect in connection with the Plan. Cosentini Associates, having an office at Two Pennsylvania Plaza, New York, New York 10121 has been engaged as Sponsor's mechanical engineer in connection with the Plan. The Plans and Specifications for the Building have been prepared by Kohn Pedersom Fox Associates PC in consultation with such other professionals.

Construction of the Building, including the individual Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of The City of New York and all other applicable Legal Requirements. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Exhibit 4 in Part II of the Plan, items of substantially equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable, provided, however, that any material change shall be set forth in an amendment to the Plan, that any necessary approval of any governmental authority having jurisdiction is first obtained, and that no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer any materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon. (Any such changes that are not both material and adverse will not give rise to a right of rescission.)

The location in the Building, and the size, layout and approximate square footages and dimensions of the Units, subject to typical construction variances, are shown on the Floor Plans duplicated in Exhibit 5 of Part II of the Plan. Such Floor Plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I, the Section entitled "Changes in Prices and Units: Residential Units and Storage Lockers" hereof, provided, however, that any material change (note that there is a rebuttable presumption that a reduction in Residential Unit area of 5% or less is not material) shall be set forth in an amendment to the Plan, and no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a inaccuracy or error in the Floor

Plans that is not material. With regard to size, note that there is a rebuttable presumption that a reduction in Residential Unit area of 5% or less is not material.

The Building incorporates highly sophisticated mechanical equipment, including the [building back-up generator], elevators and related equipment and HVAC equipment, designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment (which may include required periodic testing), some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Condominium Board with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury high-rise residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code and Title 24, Chapter 2, Section 24-201, et. seq. of the New York City Administrative Code (the "New York City Noise Control Code).

Additionally, the Building contains amenities, including, but not limited to, the Fitness Studio in the Cellar, the Rooftop, and the Garden on the Ground Floor. Residential Units adjacent to, above or in the vicinity of amenities may perceive noise, vibration and/or excess traffic from those areas. Sponsor and the Condominium Board shall not be responsible and shall have no obligation to minimize, reduce or eliminate such noise, vibration and/or traffic. Further, the Building contains a Retail Unit and Community Facility Unit. Residential Units adjacent to, above or in the vicinity of the Retail Unit or Community Facility Unit, including in connection with the sidewalk outside the main entrance to the Lobby, may perceive noise, vibration and/or excess traffic from those areas when those Units are in operation, which may include operation outside of customary business hours. Sponsor and the Condominium Board shall not be responsible and shall have no obligation to minimize, reduce or eliminate such noise, vibration and/or traffic.

The Sponsor has retained and expressly reserves all Development Rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. Sponsor reserves the right to form a tax lot parcel as part of the Condominium in which to house Development Rights, and in such event, the Declaration of Condominium will be amended to reflect the creation of such tax lot parcel.

Based upon the Sponsor's construction schedule anticipated as of the initial filing date of this Plan, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, pandemics or epidemics, acts of god or other events beyond its reasonable control, the first closing of a Residential Unit will occur on or around December 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than November 30, 2024, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first Residential Unit closing occurs before November 30, 2024, the Sponsor may schedule the closing of title to other Residential Units significantly later than such

date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specific timeframe or to ensure that closing of title to your Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

Prospective Purchasers should note, however, that the Residential Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned (such right of rescission sometimes referred to herein as the "First Closing Rescission Right").

If the Plan is amended to provide for a later projected date for the First Closing, affected Purchasers will be entitled to a First Closing Rescission Right if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after December 1, 2023, Sponsor may schedule the closings of title to other units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified 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. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

Except as it relates to any of Purchasers' Rights under the Martin Act and its attendant regulations promulgated by the New York State Attorney General's Office, Purchasers' aforementioned rescission rights are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

2. Residential Units

There will initially be a total of 28 Residential Units located on Floors 2 through PHA within the Building, including with respect to certain Residential Units, appurtenant Terraces for the exclusive use of the respective Residential Unit Owner on Floors 7, 8, 9, PHB, PHA, and the Roof. The Residential Units vary in size from one-bedroom apartments with approximately 877 square feet to four-bedroom apartments with approximately 3,827 square feet. Detailed descriptions of the Residential Units are set forth in the Declaration and in Exhibit 4 in Part II of the Plan. Exhibit 4 also includes a detailed description of the fixtures, finishes, appliances and equipment included in the sale of each Residential Unit.

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

3. Nonresidential Units

The Condominium will also initially include 2 Nonresidential Units consisting of 1 Retail Unit located on portions of the Cellar and Ground Floor, and 1 Community Facility Unit located on a portion of the Ground Floor.

Subject to certain restrictions set forth in the Declaration and By-Laws, the Nonresidential Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, banking, medical office, commercial, community facility or office purposes. Without representation, Sponsor anticipates that the Retail Unit will be used for retail purposes and that the Community Facility Unit may be used as an art exhibition space or similar use. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Nonresidential Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. Section 8 of the By-Laws provides that the Nonresidential Units may not be used as a pornography store, massage parlor, drug treatment facility or homeless shelter and that the Nonresidential Owners shall use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Unit and vent the same. As of the date of filing of the Plan the Nonresidential Units do not have the venting and infrastructure to support a restaurant with cooked food on the premises, although no representation is made with respect to future alterations to by the respective Nonresidential Unit Owners. It is currently anticipated that the Nonresidential Units will be used for office, retail, medical office or community facility purposes (and ancillary uses), although no representation or warranty is made with respect to such initial or any subsequent uses of the Nonresidential Units or with respect to who the owner or tenant(s) of the Nonresidential Units may be at any time. No income derived from any use of the Nonresidential Units will constitute income to the Condominium Board or the Residential Unit Owners.

Subject to the foregoing and all applicable zoning regulations and the Declaration and By-Laws, the Nonresidential Units may be sold, leased or subleased by the Nonresidential Unit Owner thereof, or subdivided by the Nonresidential Unit Owner thereof into two or more separate

commercial condominium units and such subdivided units sold or leased. (See the Section entitled "Nonresidential Units" in Part I hereof.) None of the Residential Unit Owners or the Condominium Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Nonresidential Units.

4. Storage Lockers

The Storage Lockers will be located in a Storage Room in the Cellar, as shown on the Floor Plans and/or more particularly described in the Description of Property and Specifications set forth as Exhibit 4 in Part II of this Plan. The rules and regulations governing the use of the Storage Lockers, as well as the Storage Room, are contained in the By-Laws. Additional rules and regulations concerning the same may be adopted by the Condominium Board from time to time.

Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage purposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its Licensee. To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity.

Since the Storage Lockers are located in the Storage Room in the Cellar, a below-grade area, neither the Board nor Sponsor can make any representation that the Storage Room will remain dry or will not experience any water infiltration and neither the Board nor Sponsor will be responsible for any damage to items stored within the Storage Room. Residential Unit Owners who store items in the Storage Room do so entirely at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

If at any time a Licensee sells or leases its Residential Unit and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee. The form of the Agreement to be used for licensing the use of such Storage Locker to individual Unit Owners is included in Part II of this Plan as Exhibit 10.

5. Residential Amenity Spaces

As indicated on the Floor Plans, various amenities for the shared use of the occupants of the Residential Units are currently anticipated to include the Fitness Studio, Laundry Room, Bicycle Storage on the Cellar Floor, the Lobby, the Living Room and Garden on the Ground Floor, and the Rooftop on the Roof. All Residential Unit Owners shall have the right to access and use the aforementioned amenity spaces, subject to the right of the Board to regulate their use in accordance with the By-Laws and the Rules and Regulations. The Board shall be responsible for all maintenance and repairs (whether structural or otherwise) of said spaces and all the equipment and machinery therein, and the costs and expenses associated therewith shall be allocated to the Residential Unit Owners as set forth in the Notes to Schedule B or as otherwise provided in the By-Laws.

6. Residential Unit Terraces

As indicated on Schedule A and the Floor Plans (Exhibit 5 in Part II of the Plan), private terraces ("Terraces," individually, a "Terrace") are appurtenant to certain Residential Units. Each Terrace exclusively appurtenant to a Residential Unit is a Residential Limited Common Element. The Unit Owner of a Residential Unit having a Terrace shall have the exclusive use thereof, subject to the rights of the Board to regulate its use and to obtain access in accordance with the Declaration, the By-Laws and the Rules and Regulations in effect from time to time. All Terraces constitute roof surfaces of the Building which may extend over Units below, and therefore, proper care must be taken, at all times, to protect the roof membrane, roof drains, and flashing and to avoid damage that may result in leaks into other portions of the Building, including but not limited to, Units which may be below such Terraces. Subject to the rights of the Board to regulate its use and to enter the Unit to access the Terrace and to access any Common Elements for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any roof setback adjacent to any Terrace, or to use any Terrace as a platform for window washing equipment, if any), generally, all ordinary maintenance, repairs and cleaning thereof (including maintenance, repair and cleaning of any pavers, decking, tile or other flooring installed on the Terrace and any faucets, hose bibs, electrical outlets and lighting installed in or on the Terrace and cleaning of the interior and exterior surfaces of any doors and windows and railings adjacent to the Terrace), shall be made by the Unit Owner having exclusive access thereto at its sole cost and expense and extraordinary or structural repairs or replacements (including without limitation, work necessary to repair any leaks with respect thereto and maintenance, repair and replacement of the structural concrete roof slab or other roof construction material, the roof membrane, flashing and similar waterproofing or other roofing elements located under the pavers, decking, tile or other flooring of the Terrace, railings, parapets, structural and drainage elements in or on the Terrace) shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners. Sponsor is not responsible for, can make no guarantees regarding and shall have no liability to Unit Owners with respect to, the level of noise or vibrations or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces.

The Terraces appurtenant to Residential Units PHA feature a hose bib and gas grill included in the Purchase Price. The Rooftop also includes a gas grill. Purchasers should note that barbeques release smoke and may cause odors.

Sponsor (or its designee) and the Board shall have the right, in connection with any repair or maintenance work in or to the Building, to erect scaffolding or attach window washing equipment or other equipment temporarily on any Terrace and to require a Unit Owner to remove any personal property from its Terrace (at the Unit Owner's sole cost and expense) in connection therewith, and, in such event, the affected Unit Owner will not be entitled to compensation or an abatement of Common Charges from the Condominium or other Unit Owners for the period during which their use of the Terrace is restricted or prevented in connection with repair or maintenance work in or to the Building.

All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Laws. Plants may not exceed the total weight allowance of [one hundred (100) pounds] or such lesser load capacity as is determined by the Board, in its sole discretion. It will be the responsibility of the Unit Owner to maintain plant containers in good condition, and the drainage tiles and weep holes in operating condition. No run off or excess water from irrigation systems or watering of plants shall be allowed. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. The Terrace must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Unit Owner shall not remove any of the above items by putting them over the Terrace walls or rails, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on the Terrace; any appropriate furniture including table, chair cushions and umbrellas may be left on the Terrace only if properly secured to prevent them from becoming airborne in the case of a windstorm. No items can be placed on the Terrace parapet wall and/or railing. The Terrace or its walls or railings may not be painted, cemented or changed in any fashion from the original appearance. No carpeting or other floor covering may be placed on the Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on the Terrace. No animals, which include but are not limited to dogs, cats, birds, may be allowed unattended on the Terrace. In no event shall any Unit Owner of a Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity of the Building and the health and safety of the occupants.

The PHA Unit will include a Terrace on Floor 11 and a rooftop Terrace on the Roof. As set forth in the Declaration in Part II of this Plan, the PHA Unit rooftop Terrace is subject to an easement in favor of Sponsor and the Board for access in, over and through such Terrace to install, operate, maintain, repair, alter, rebuild, restore and replace portions of the Building, including without limitation, the fireplace flues and Building façade. PHA's Terrace on the Roof includes a decorative water feature, for which PHA Unit Owner shall be responsible for all work and costs to operate, maintain, repair, and replace the decorative water feature and its related systems. The PHA Unit Owner shall be required to enter into an annual service maintenance agreement with a vendor approved by the Board, in its reasonable discretion, to ensure the decorative water feature is kept in good working order. The PHA Unit Owner shall be solely liable for any water intrusion, leakage or other damage to the Building, including any other Unit Owner's Unit, resulting from the failure to maintain the decorative water feature in good working order. In connection with the decorative water feature and possible water intrusion, leakage or other damage to the Building, including any other Unit Owner's Unit, the PHA Unit Owner shall be obligated to obtain, maintain and provide evidence of, such insurance as may be prescribed from time to time by the Board.

In the event a Unit Owner fails to comply with any of its maintenance obligations, the Board may, at the expense of the Unit Owner and without liability to the Board, enter the Unit and perform such acts as are necessary to cure the Unit Owner's default.

7. Common Elements

As is set forth in more detail in the Declaration, the Common Elements consist of the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration) and all parts of the Building other than the Units themselves, including, generally, the foundations, roofs and supports of the Building and all other parts of the Building and all apparatus, installations, systems, equipment and facilities therein for the common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements are divided into the following separate categories: (i) the General Common Elements, which are, generally, those Common Elements which serve or benefit all the Units or Unit Owners; (ii) the Residential Common Elements, which are, generally, those Common Elements which exclusively serve or benefit all or a combination of the Residential Units or the Residential Owners; and (iii) the Residential Limited Common Elements which exclusively serve or benefit one or more but not all of the Residential Units or Residential Unit Owners. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Exhibits 4 and 5 in Part II of the Plan and Article 7 of the Declaration (Exhibit 6 in Part II of the Plan)

8. Available Services and Facilities

Generally, all services normally associated with the operation and maintenance of a luxury residential condominium will be provided to Residential Unit Owners at no cost other than Common Charges; these are described below in the Section entitled "Building Standard Services and Facilities".

a. Building Standard Services and Facilities

(i) Fitness Studio. There will be a Fitness Studio located on the Cellar Floor equipped with treadmills and free weights as more fully described in the Description of Property and Specifications included in Part II hereof.

(ii) Laundry Room. There will be a Laundry Room at the Cellar Floor which will be equipped with two washers and 2 dryers as more fully described in the Description of Property and Specifications in included Part II hereof.

(iii) Bicycle Room. There will be a Bicycle Room located on the Cellar Floor with capacity for approximately 12 bicycles. The Condominium Board shall promulgate Rules and Regulations pertaining to the use of the Bicycle Room for bicycle storage, which may include the imposition of a monthly or annual storage fee.

(iv) The Living Room. There will be a furnished lounge area adjacent to the Lobby.

(v) Garden. There will be an outdoor Garden located on the Ground Floor. It will feature a display pool as more fully described in the Description of Property and Specifications included in Part II hereof.

(vi) Package Room. There will be a package room located adjacent to the Lobby for deliveries and temporary storage of small packages, groceries and dry cleaning. Access for delivery of packages may be obtained through the secondary egress door facing University Place.

(vii) Mail. Mail will be delivered by the United States Postal Service to mailboxes in the mailroom off of the Lobby.

(viii) Elevator Service. The passenger elevators will be automatically operated and therefore will be in service as necessary, 24 hours per day, seven days per week, unless there is scheduled maintenance or an emergency. There is no dedicated service elevator. One of the passenger elevators will be utilized as a service elevator by prior arrangement with the Managing Agent and otherwise in accordance with established policies.

(xi) Maintenance Personnel. Building personnel will include 1 Superintendent and coverage by 5.4 Doormen and Porters.

(xii) Refuse Disposal. There will be refuse chutes located on each residential floor. The chutes will lead directly to one compacting facilities within the Building where refuse will be automatically compressed. Building staff will transfer the compressed refuse to the sidewalk as needed pending collection by the City of New York Department of Sanitation. Recycling bins will be provided on Floor 2 through 9 at the refuse room, for collection by Building staff. The Retail Unit Owner will be responsible, at its sole cost and expense, for storing and disposing of its refuse in a manner which complies with all applicable Legal Requirements.

(xiii) Other Service Contracts. Certain additional services covered by third-party contracts, such as elevator maintenance and HVAC Systems, are included in Building standard services.

(xiv) Security Procedures/Intercom. Closed circuit television cameras will be positioned to monitor selected entrances and corridors with viewing monitors and an intercom at the reception desk in the Lobby. No representation or warranty is made and no assurance is given that the security systems and procedures of the Building will prevent personal injury or damage to or loss of personal property.

(xv) Cable Television/Internet/Telephone. Cable television, internet and telephone service will be available for all Residential Units. All charges for cable television, internet and telephone service (including installation and subscription charges for individual Residential Units) will be paid by each Residential Unit Owner who subscribes directly with the cable television, internet service or telephone provider.

(xvii) The Rooftop. The Roof will include a shared rooftop terrace for use by all the residents and guests of the Residential Units. The Rooftop will include an outdoor kitchen and gas grill, as more fully described in the Description of Property and Specifications included in Part II hereof. Purchasers are advised that certain building mechanical equipment and mechanical equipment rooms will also be located on the Roof and that occupants and users of the Rooftop may perceive noise and/or vibration from such equipment.

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

No representation or warranty is made as to the continued operation or existence of any of the foregoing services or facilities once Sponsor is not in control of the Condominium Board. Neither Sponsor nor the Condominium Board shall have any liability with respect to the amount of the fees charged therefor.

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

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

Prospective Purchasers are advised that until twelve months or more after the First Closing, some of the services and facilities described in the Plan (such as some of the elevators, or a full staff of building personnel) may not be available. However, it is anticipated that at all times after the First Closing, the lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every occupied Residential Unit. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building.

Purchasers are further advised to note that construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption and inconvenience. Thus, for a period of time following the First Closing (through, including and beyond the closing of title to any particular purchaser's Residential Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual

Residential Unit Owners within their Residential Units (to perform custom renovations, etc.). During at least the First Year of Condominium Operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of construction, fitting out of, and moving into, the Residential Units and other portions of the Building. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any particular Unit closing to complete and may be disrupted temporarily and from time to time. Residential elevators and personnel may be taken out of service and diverted to facilitate construction and exterior hoists may be in place during at least the year following the First Closing and from time to time thereafter, as needed, in connection with construction being performed in Residential Units by Sponsor or other Unit Owners thereof. Various other adjustments, to windows and elevators and other systems, may require eighteen months or more after the First Closing to complete. Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions may create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed or disrupted. In the event an amenity or Building service is not operational or not running at full capacity for any portion of the Condominium's operating year, the corresponding budget may be reduced in proportion to any expenses that are not required.

Sponsor and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise. Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

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C. LOCATION AND AREA INFORMATION

1. Location and Services

The Condominium is situated at 64 University Place, New York, New York, between East 10th Street and East 11th Street.

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

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

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

Transportation is convenient and abundant. The M1, M2, M3 and M55 buses travel down 5th Avenue and the M8 bus has stops on 9th Street. The 14th Street/Union Square subway station, just a few blocks away, is a transit hub including the L-N-Q-R-W-4-5 and 6 lines.

The Building offers access to the major arteries connecting Manhattan to all boroughs of New York City, Westchester County, Long Island, Upstate New York, New Jersey, Connecticut and the three major airports servicing the New York Metropolitan Area. There is nearby vehicular access to the Henry Hudson Parkway/West Side Highway (Route 9A), the major north-south route along the west side of Manhattan.

All public services, including schools, police protection, library, street maintenance, social services, water and fire protection are provided by The City of New York. The nearest police precinct headquarters is the 6th Precinct, located at 233 West 10th Street. Fire protection is provided from FDNY Ladder 3/Battalion 6 located at 103 East 13th Street.

The Building is located in Public School District No 2. A list of public schools can be found here: https://www.district2nyc.org/d2-schools.html. Private schools within the vicinity of the Condominium include Winston Preparatory, Grace Church School, Saint George Academy and Friends Seminary. Sponsor, however, makes no guarantee or representation as to which school a child residing at the Building may actually attend.

2. Zoning

The Condominium is located in an area zoned [C1-7] The intended use of the Building as described in accordance with the provisions of this Plan will be in compliance with the current

requirements of the Zoning Resolution. A copy of the zoning regulations and variances with respect to the Project is on file at the Sponsor's office.

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D. SCHEDULES AND NOTES

SCHEDULE A

SCHEDULE A

64 UNIVERSITY PLACE CONDOMINIUM
NEW YORK, NY 10003

OFFERING PRICES AND RELATED INFORMATION
PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION DECEMBER 1, 2023 TO NOVEMBER 30, 2024(1)

Unit	Number of Rooms (3) Rooms	BR	BTH	Approximate Square Footage (2) Unit	Terrace	Total Approximate Square Footage (2)	Offering Prices (3)	Percentage of Residential Common Interest (4)	Percent of Common Interest in the Condominium (4)	Projected Common Charges (5) Monthly	Annual	Real Estate Taxes (6) Monthly	Annual	Projected Carrying Charges (7) Monthly	Annual
2A	4.5	2.0	2.5	1,383		1,383	$3,500,000	3.1188%	2.9218%	$2,356	$28,266	$1,789	$21,463	$4,144	$49,729
2B	4.0	2.0	2	1,256		1,256	$2,995,000	2.8324%	2.6535%	$2,139	$25,670	$1,624	$19,492	$3,764	$45,163
2C	2.5	1.0	1.5	841		841	$1,995,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
2D	2.5	1.0	1.5	917		917	$2,400,000	2.0679%	1.9373%	$1,562	$18,742	$1,186	$14,231	$2,748	$32,973
3A	4.5	2.0	2.5	1,383		1,383	$3,575,000	3.1188%	2.9218%	$2,356	$28,266	$1,789	$21,463	$4,144	$49,729
3B	4.0	2.0	2	1,256		1,256	$3,075,000	2.8324%	2.6535%	$2,139	$25,670	$1,624	$19,492	$3,764	$45,163
3C	2.5	1.0	1.5	841		841	$2,075,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
3D	2.5	1.0	1.5	917		917	$2,450,000	2.0679%	1.9373%	$1,562	$18,742	$1,186	$14,231	$2,748	$32,973
4A	4.5	2.0	2.5	1,383		1,383	$3,650,000	3.1188%	2.9218%	$2,356	$28,266	$1,789	$21,463	$4,144	$49,729
4B	4.0	2.0	2	1,256		1,256	$3,150,000	2.8324%	2.6535%	$2,139	$25,670	$1,624	$19,492	$3,764	$45,163
4C	2.5	1.0	1.5	841		841	$2,150,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
4D	2.5	1.0	1.5	917		917	$2,500,000	2.0679%	1.9373%	$1,562	$18,742	$1,186	$14,231	$2,748	$32,973
5A	6.5	3.0	3.5	2,336		2,336	$6,995,000	5.2679%	4.9351%	$3,979	$47,744	$3,021	$36,253	$7,000	$83,997
5B	4.0	2.0	2	1,256		1,256	$3,225,000	2.8324%	2.6535%	$2,139	$25,670	$1,624	$19,492	$3,764	$45,163
5C	2.5	1.0	1.5	841		841	$2,225,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
6A	6.5	3.0	3.5	2,336		2,336	$7,095,000	5.2679%	4.9351%	$3,979	$47,744	$3,021	$36,253	$7,000	$83,997
6B	4.0	2.0	2	1,256		1,256	$3,300,000	2.8324%	2.6535%	$2,139	$25,670	$1,624	$19,492	$3,764	$45,163
6C	2.5	1.0	1.5	841		841	$2,300,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
7A	4.5	2.0	2.5	1,391		1,391	$3,750,000	3.1368%	2.9387%	$2,369	$28,430	$1,799	$21,588	$4,168	$50,017
7B	2.5	1.0	1.5	1,152		1,152	$2,900,000	2.5979%	2.4338%	$1,962	$23,545	$1,490	$17,878	$3,452	$41,423
7C	4.5	2.0	2.5	1,509	247	1,756	$4,650,000	3.9599%	3.7098%	$2,991	$35,890	$2,271	$27,252	$5,262	$63,142
8A	6.5	3.0	3.5	1,955	122	2,077	$6,500,000	4.6838%	4.3880%	$3,538	$42,450	$2,686	$32,234	$6,224	$74,684
8B	2.5	1.0	1.5	1,152		1,152	$2,950,000	2.5979%	2.4338%	$1,962	$23,545	$1,490	$17,878	$3,452	$41,423
8C	2.5	1.0	1.5	841		841	$2,400,000	1.8965%	1.7767%	$1,432	$17,189	$1,088	$13,052	$2,520	$30,240
9A	6.5	3.0	3.5	2,592	120	2,712	$8,995,000	6.1158%	5.7295%	$4,619	$55,429	$3,507	$42,089	$8,126	$97,517
9B	2.5	1.0	1.5	1,152		1,152	$3,000,000	2.5979%	2.4338%	$1,962	$23,545	$1,490	$17,878	$3,452	$41,423
PHA	6.5	3.0	3.5	3,648	2,032	5,680	$16,000,000	12.8089%	11.9998%	$9,674	$116,089	$7,346	$88,150	$17,020	$204,240
PHB	8.5	4.0	4.5	3,972	402	4,374	$17,000,000	9.8638%	9.2407%	$7,450	$89,397	$5,657	$67,882	$13,107	$157,279
RESIDENTIAL TOTAL	113.5			41,421	2,923	44,344	$126,800,000	100.0000%	93.6832%	$75,526	$906,315	$57,349	$688,193	$132,876	$1,594,508
RETAIL UNIT				2,780		2,780			5.8732%	$1,250.36	$15,004	$6,134.67	$73,616	$7,385	$22,389
COMMUNITY UNIT				210		210			0.4437%	$94.45	$1,133	$463.17	$5,558	$558	$1,691
RESIDENTIAL & NON-RESIDENTAIL TOTAL						47,334			100.0000%		$922,452	$63,947	$767,367	$140,818	$1,618,588

Certain areas within Units constitutes uninhabitable accessory spaces, including Pantries, Chef's Kitchens, Studies, and Corridors.

The projected real estate taxes for the first year of operation contained on Schedule A are based on the assessment of the building before construction is complete. Purchasers are advised that the real estate taxes may increase materially when th building is reassessed after construction is complete.

SCHEDULE A-1

Offering Prices and Related Information for Storage Locker Licenses for 64 University Place Condominium First Year of Condominium Operation December 1, 2023 to November 30, 2024

Storage Locker #	Approximate Storage Locker Area	Offering Price	Monthly License Fee	Annual License Fee
1	20	$ 30,000	$ 32	$ 384.00
2	20	$ 30,000	$ 32	$ 384.00
3	20	$ 30,000	$ 32	$ 384.00
4	20	$ 30,000	$ 32	$ 384.00
5	42	$ 63,000	$ 32	$ 384.00
6	19	$ 28,500	$ 32	$ 384.00
7	19	$ 28,500	$ 24	$ 288.00
8	19	$ 28,500	$ 32	$ 384.00
9	17	$ 25,500	$ 32	$ 384.00
10	28	$ 42,000	$ 32	$ 384.00
11	19	$ 28,500	$ 32	$ 384.00
12	20	$ 30,000	$ 32	$ 384.00
13	22	$ 33,000	$ 32	$ 384.00
14	23	$ 34,500	$ 24	$ 288.00
15	19	$ 28,500	$ 32	$ 384.00
16	17	$ 25,500	$ 32	$ 384.00
17	20	$ 30,000	$ 32	$ 384.00
18	20	$ 30,000	$ 32	$ 384.00
19	27	$ 40,500	$ 32	$ 384.00
20	37	$ 55,500	$ 32	$ 384.00
21	20	$ 30,000	$ 24	$ 288.00
22	38	$ 57,000	$ 32	$ 384.00
23	20	$ 30,000	$ 32	$ 384.00
24	20	$ 30,000	$ 20	$ 240.00
25	20	$ 30,000	$ 20	$ 240.00
26	20	$ 30,000	$ 20	$ 240.00
27	20	$ 30,000	$ 20	$ 240.00
28	20	$ 30,000	$ 20	$ 240.00
TOTAL	**626**	**$ 939,000**	**$ 812**	**$ 9,744**

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from December 1, 2023 through November 30, 2024. The actual First Year of Condominium Operation may begin earlier or later than that year.

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

Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit of to the exterior side of the opposite exterior walls. PHA and PHB Units include as part of their Units the gallery corridors adjacent to the elevators on their respective floors and each floor's refuse room. Each Unit is measured vertically from the top of finished floor to the ceiling which varies from dropped gypsum ceilings to the underside of painted structural slabs. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the stated heights and may also vary slightly from room to room. Common Elements located within or appurtenant to any Unit shall not be considered a part of such Unit. Ceiling heights in the kitchens, powder rooms, bathrooms, foyers and corridors will vary from the heights stated due to beam drops and/or concealed mechanical pipes or ducts or other piping that is in the ceilings. Heights may be lower than the stated heights and may also vary from room to room. This method of measurement is applicable to all Units. All dimensions of rooms and other interior areas shown on the floor plans were calculated from the interior faces of walls exclusive of structural and mechanical enclosures projecting into the space. The Terraces shall be measured from face of building to inside of glass railing. The approximate square foot area of each Storage Room is

measured from the interior face of wall to interior face of opposite wall. The square foot areas determined using the methodology set forth above would be different form that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual useable floor area for each Unit. All dimensions on the Unit plans/exhibits are approximate and subject to normal construction variances and tolerances. All kitchens and bathrooms are adaptable in accordance with the New York City Building Code, Chapter 11 and Fair Housing Act Design Manual for compliance with the Fair Housing Act, through appropriate enhancement of the substructure. Certain adaptability provisions, especially those that are visible in nature, have not been provided. In the event that a conversion is needed, the cost of adapting these spaces shall be borne by the Sponsor in the case of the first sale of such Residential Unit and by the Residential Unit Owner for all future sales. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

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

(4) The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%. The Residential Common Interest represents each Residential Unit Owner's proportionate share of all of the Common Interest attributable to just the Residential Units.

(5) These projections have been based upon the projections contained in "Projected Budget for First Year of Condominium Operation -- Schedule B", which were made based on the assumption that the First Year of Condominium Operation will be from December 1, 2023 to November 30, 2024. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing

rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned.

As discussed in "Available Services and Facilities" in Section B above and in Special Risk entitled "Interim Service Period" and "Additional Building Work" above, the full range of services and facilities described in this Plan may not be provided until move-ins are finished and construction work within and on the Building is completed. To the extent that any service or facility provided during such interim period benefits particular Residential Units, to the exclusion of other Residential Units, and the cost of the same is readily identifiable, the Common Charges necessary to provide such service or facility will be borne exclusively by the owners of the benefited Residential Units, in proportion to their respective Common Interests. In the event an amenity or Building service is not operational or not running at full capacity for any portion of the Condominium's operating year, the corresponding budget may be reduced in proportion to any expenses that are not required.

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

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

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

(b) the cost of electricity supplied to the Unit, which will be separately sub-metered and payable as and when billed;

(c) the cost of interior repairs, compliance with Legal Requirements and maintenance, painting and decoration in, to or of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Residential Limited Common Element;

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

(e) telephone, internet access and cable and satellite television charges; and

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

Holders of Storage Locker Licenses will be required to pay an initial monthly license fee to the Condominium in an amount equal to $1.00 per month per square foot (as shown on Schedule A) of such Storage Locker, which amount shall, following the fifth anniversary of First Closing, be subject to annual increases based upon the CPI Increase Factor, or otherwise with such increases from time to time in the discretion of the Condominium Board as required to defray the costs of operating and maintaining the Storage Room and the Storage Lockers. Sponsor shall not be responsible for paying the aforementioned monthly license fee for unlicensed Storage Lockers. The Condominium Board shall have, without limitation, the same rights and remedies with respect to the collection of such license fees as it does with respect to Common Charges. Sponsor makes no representation whatsoever regarding the future license fees to Storage Locker Licensees or to the availability of such Storage Room Licenses. Notwithstanding the foregoing, applicable license fees for the Storage Room Licenses will not be collected from holders of Storage Room Licenses until a TCO, as applicable, for the Storage Room has been issued and use of the Storage Room is made available to Purchasers.

(6) Based upon the real estate tax projection opinion prepared by Sonnenschein, Sherman and Deutsch, LLP dated June 13, 2022 and reproduced in the Section entitled "Opinions of Counsel" in Part I of the Plan (the "Real Estate Tax Opinion"). The Real Estate Tax Opinion takes into account the following assumptions and projections: (a) construction is about to commence and the Building will be completed and ready for occupancy approximately in November 2023, with a First Year of Condominium Operation projected to commence December 1, 2023; (b) the status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning the following July 1; (c) Pursuant to Real property Tax Law ("RPTL" section 11-209(a), "A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2022) and not ready for occupancy on the fifth day of January (January 5, 2023) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2023)"; (d) certificate of occupancy is reasonably anticipated to not be obtained until approximately November 2023, well after the April 15, 2023 requirement, and accordingly, the Department of Finance will likely remove any building assessment placed on the property for the 2023/2024 tax year for construction performed before January 5, 2023; (e) the 2023/2024 Actual assessment for the property will be $1,318,500 and the 2024/2025 Actual assessment for the property will be $13,355,245; (f) an assumed tax rate of 12.235% (for residential tax class rate 2) for 2023/2024 and 2024/2025, and assumed tax rate of 10.972% and 11.082% (for commercial tax class rate 4) for 2023/2023 and 2024/2025, which results in estimated aggregate real estate taxes for the Units for the First Year of Condominium Operation of $767,367 and for the first post-construction real estate tax year (2024/2025) of $1,615,700. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete.

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

Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan for more information.

After the City of New York assesses each Unit as a separate tax lot and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Unit, and no Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

No warranty, guaranty or assurance is given that:

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

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the methodologies used by Sonnenschein, Sherman and Deutsch, LLP for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or

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

Until the Units are separately assessed, each Unit Owner will pay to the Condominium Board his or her Unit's pro rata share of the Property's real estate taxes for the period in question on the basis of percentage of Common Interest. The Condominium Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his or her pro rata share as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I, in the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board of Managers" for further discussion.) At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

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

In the opinion of Sponsor's Counsel, an individual Residential Unit Owner who is a resident of New York City for tax purposes and who itemizes his or her deductions generally will, under the income tax laws and regulations in effect as of the date of this Plan and subject to certain limitations and qualifications, be entitled to deduct from his or her Federal, New York State and New York City income, the state and local real property taxes assessed against his or her Residential Unit and paid by such Residential Unit Owner. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Residential Unit Owner (which might result from changes in the assessed valuation of the Residential Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" in the Section below, as well as to the "Opinion of Counsel" below, for further discussion.

(7) This column represents the aggregate projected monthly Common Charges and Real Estate Taxes payable by each Residential Unit Owner.

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SCHEDULE B

64 University Place Condominium
New York, NY 10003
Projected Budget for First Year of Condominium Operation
December 1, 2023 to November 30, 2024

Residential Unit Estimated Income (Note 1)	$906,315
Retail Unit Estimated Income (Note 1)	$ 15,004
Community Unit Estimated Income (Note 1)	$ 1,133
Total	$922,452

Estimated Expenses (Note 2)	
Payroll and Related Expenses (Note 3)	$507,273
Gas (Note 4)	$ 30,495
Electricity (Note 5)	$ 92,695
Water & Sewer (Note 6)	$ 41,544
Repairs & Maintenance (Note 7)	$ 20,000
Service Contract (Note 8)	$ 58,628
Landscape Maintenance (Note 9)	$ 11,130
Insurance (Note 10)	$ 70,000
Management Fee (Note 11)	$ 45,000
Legal & Audit Fees (Note 12)	$ 15,000
Other Expenses (Note 13)	$ 7,600
Contingencies (Note 14)	$ 18,087
Total	$922,452

All expenses have been allocated in accordance with each Unit's percentage of common interest unless otherwise stated.

FOOTNOTES TO SCHEDULE B

1. These amounts represent the total Common Charges to be levied against and collected from the Residential Units, the Retail Unit and the Community Space Unit. Generally, Common Expenses have been allocated between the Residential Units, the Retail Unit and the Community Space Unit based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Residential Unit Owners on the basis of percentage of Common Interest allocated to each such residential unit.

   Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from December 1, 2023 to November 30, 2024. The projected date of the First Closing is the commencement of the First Year of Condominium Operation (i.e., December 1, 2023). The actual First Closing and the First Year of Condominium Operation may be earlier or later than projected.

   In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned (such right of rescission sometimes referred to herein as the "First Closing Rescission Right").

   If the Plan is amended to provide for a later projected date for the First Closing, affected Purchasers will be entitled to a First Closing Rescission Right if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after December 1, 2023, Sponsor may schedule the closings of title to other units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified 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.

2. Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and the provision of services to the Unit Owners in general, such as service contracts, applicable to the Building as a whole, employees who will provide services to the entire Condominium, the Managing Agent for the Condominium, and insurance coverage for the Common Elements.

3. Payroll and Related Expenses - $507,273 (Residential $501,147; Retail $5,696; Community $430)

The estimate includes wages, workers' compensation, disability insurance, welfare and pension costs, payroll taxes and the cost of sick days, holidays, vacation pay for 1 working superintendent, 5.2 Doormen and .2 Porter. The projected level of staffing for the Building complies with all applicable housing and labor laws. All staff, with the exception of the .2 Porter, will be full-time employees. The projected expenses for wages and related expenses are believed to be reasonable and comparable to similar buildings. The Residential Unit, Retail Unit and Community Unit share in the wages and related expenses for the working superintendent based on their respective percentage of common interest.

The wage and salary estimates in Common Expenses are detailed as follows:

Position	Yearly Wage
Working Superintendent (1)	$ 72,800
Doormen (5.2)	$292,032
Porter (.2)	$ 18,304
Sick, Holiday & Vacation	$53,322
FICA	$33,389
FUI	$ 2,619
SUI	$12,330
NYS Disability Insurance	$ 655
Worker's Comp. Insurance	$21,823
Total	$507,273

4. Gas (Domestic Heating, Domestic Cooking and Mechanical Equipment Gas) - $30,495 (Residential $30,475; Retail $19; Community $1)

Based on the estimate made as of June 9, 2022 by Cosentini Consulting Engineers located at Two Pennsylvania Plaza, New York, NY 10121. Below are the estimates of gas consumption and expense per use. There will be no gas meters for individual Residential Units.

A. Gas for Domestic Hot Water Heating

The estimated cost is a portion of the cost below for gas heating since the domestic hot water is served from the gas fired boilers.

Estimated Annual Gas Consumption – 9,750 Therms

Annual Cost - $15,600
The estimated cost based on $1.60 per Therm

B. Gas for Domestic Cooking

The estimated cost for apartment cooking is based on an average usage of 93 Therms of gas per year, per apartment, for a total of 28 apartments.

Estimated Annual Gas Consumption – 2,604 Therms
Annual Cost - $4,166
The estimated cost based on $1.60 per Therm

C. Gas for Mechanical Equipment

Estimated Annual Gas Consumption – 6,500 Therms
Annual Cost - $10,400
The estimated cost based on $1.60 per Therm

D. Gas for Emergency Generator

Estimated Annual Gas Consumption – 206 Therms
Annual Cost - $329 (Residential- $309; Retail - $19; Community - $1)
The estimated cost based on $1.60 per Therm

The annual gas expense for the generator will be shared by the Residential Unit Owner, the Retail Unit and the Community Unit based on their respective percentage of common interest.

Total estimated cost for gas is $30,495

5. Electricity - $92,695 (Residential Only)

Based on the estimate made as of June 9, 2022 by Cosentini Consulting Engineers located at Two Pennsylvania Plaza, New York, NY 10121, that light and power for the Common Areas as well as the mechanical equipment will be approximately 343,312KwH/YR at an annual cost of $92,695. The estimated electrical cost is based on a current average flat residential utility rate available from Con Edison Rate SC-9-1 as $0.23/kW-hr plus a 15% inflation factor ($0.27/kW-hr).

Electricity for Residential Units, Retail Unit and Commercial Unit shall be supplied through a building master meter separate meter and each Unit will be individually sub-metered for electricity, and the cost of electricity consumed or used in each such Unit shall be payable directly to the Condominium.

6. Water & Sewer - $41,544 (Residential Only)

The amount is based on an estimate made as of June 9, 2022 by Cosentini Consulting Engineers located at Two Pennsylvania Plaza, New York, NY 10121 that water and sewer charges for the common areas is estimated at 0.05 gallons/sq. ft./day; estimated annual water & sewer consumption for Common Spaces is 103,651 cu. ft./yr. with annual cost of $10,997 based on an estimate of $10.61 per cu. ft.

Water usage in residential units is based on the number of bedrooms within each unit.

A. 1 Bathroom Gallery Unit – 125 Gallons/Day
B. 2 Bedrooms – 250 Gallons/Day/Unit
C. 4 Bedrooms – 400 Gallons/Day/Unit
D. 5 Bedrooms – 600 Gallons/Day/Unit

Estimated annual water and sewer consumption for apartment units is 287,901 cu.ft./yr. Annual cost of $30,546. The estimated cost are based on $10.61 per 100 cu.ft.

Overall estimated water and sewer charges are $41,544.

7. Repairs, Maintenance & Supplies - $20,000 (Residential Only)

   This estimate includes painting, maintenance and repair costs of General and Residential Common Elements only. Residential Unit Owners will be responsible for the cost of repairs and painting in the interiors of their units. This estimate also includes the estimated annual cost of services and supplies. This estimate is based on experience and building operations of similar properties.

8. Service Contract - $58,628 (Residential $57,137; Retail $1,386; Community $105)

   This estimate includes the cost of various services used in or for the Common Elements, including, but not limited to, elevator service, exterminating, uniform laundry and water treatment.

   Elevator Maintenance - $12,738
   Boiler Maintenance - $5,000
   Exterminating – $3,600
   Water Treatment – $4,000
   Uniform (Purchase, Cleaning & Maintenance) – $6,000
   Electric Sub-Meter Reading & Billing - $3,000
   Emergency Generator Testing/Maintenance - $3,500 (Residential $3,285; Retail $200; Community $15)
   Sprinkler System/Fire Protective Alarm System - $20,790 (Residential $19,515; Retail $1,186; Community $90)

9. Landscape Maintenance - $11,130 (Residential Only)

The amount is based on an estimate made as of June 6, 2022 by Joseph Sofield City-Scape Inc., located at 5 Willis Avenue, Floral Park, New York 11001 for landscape maintenance for the common area plantings. There will be twice monthly visits May through November.

10. Insurance - $70,000 (Residential $65,578; Retail $4,111; Community $311)

    The amount is based on an estimate made as of August 4, 2022 by Sterling Risk Insurance at 135 Crossways Park Drive, Woodbury, NY 11797.

    The insurance estimate is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium Operation. Purchasers should be aware of the possibility of rate increases. The insurance is adequate for the replacement of the building in the event of a total loss.

    The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Condominium Board; a waiver of subrogation; a waiver of invalidity because of acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional insurance.

    The insurance maintained by the Condominium must at all times comply with the requirements of Sponsor's Lender.

11. Management Fee - $45,000 (Residential $42,240; Retail $2,566; Community $194)

    Based on Management Agreement entered into with Argo Real Estate LLC, at or before the First Closing, the Managing Agent will receive an annual fee of $45,000 for the first three years of its contract. This management fee is representative of the customary and usual management fees for buildings of this kind.

12. Legal & Audit Fees - $15,000 (Residential $14,080; Retail $855; Community $65)

    Based upon an estimate of $9,500 from Prisand, Mellina, Unterlack & Co., LLP, 131 Sunnyside Blvd., Plainview, NY 11803 dated February 2, 2022 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Condominium Operation and federal, state and city income tax returns. The balance of the budgeted amount ($5,500) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

13. Other Expenses - $7,600 (Residential Only)

    Other expenses cover the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and purchase of uniforms.

Telephone and Communications - $2,400
Printing & Postage - $200
General – 5,000

14. Contingencies for Reserves – $16,240 ($15,953 Residential; $267; $20 Community)

This amount, to be used at the discretion of the board, is intended to benefit the Unit Owners by providing a fund for unanticipated capital repair and replacement expenses not included in the budget. The funds are intended for the exclusive use of capital repair and replacement projects outside of normal operations, and shall not be used to fund any other operating or maintenance functions. If additional funds are required over and above these fund, it may be necessary to increase Common Charges or separately assess the unit owners.

IN THE OPINION OF ABC MANAGEMENT CORP., SET FORTH AS THE CERTIFICATION OF SPONSOR'S BUDGET EXPERT IN PART II OF THE OFFERING PLAN, THE PROJECTED INCOME SET FORTH IN THE SCHEDULE B IS ADEQUATE TO MEET THE PROJECTED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING DECEMBER 1, 2023. HOWEVER, THIS SCHEDULE B IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH OPERATING YEAR OR ANY SUBSTITUTE YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN THIS SCHEDULE, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSES MAY VARY FROM AMOUNTS SHOWN IN THE SCHEDULE.

SCHEDULE B-1

Projected Annual Electricity Cost

The estimated rates are based on the projected First Year of Condominium Operation electric rates. The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. The costs above do not include electricity delivery charges and taxes, such as special benefit charges, flat fees, and surcharges. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants and weather conditions.

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Including the estimated electric cost at a 15% increase in 2023. The estimated 2023 annual electric cost per apartment is as follows:

TOTAL UNIT POWER MATRIX (AT $0.27/KW-H FOR 2023)

UNIT	$/kW-hr	HEATING/COOLING				LIGHTS/RECEPTACLES			APPLIANCES					TOTAL ($)
									Kitchen		Washer/Dryer			
		MBH	kW	HOURS /yr	$/yr	kW	Hours /yr	$/yr	kW	Hrs/yr	kW	Hrs/yr	$/yr	
2A	$0.27	48	3.6	2000	$ 1,958.51	2.11	1460	$ 830.19	4.8	1095	5.0	120	$ 1,581.12	$ 4,369.81
2B	$0.27	27	2.1	2000	$ 1,111.47	1.44	1460	$ 566.47	4.8	1095	5.0	120	$ 1,581.12	$ 3,259.05
2C	$0.27	27	2.1	2000	$ 1,111.47	1.34	1460	$ 526.26	4.8	1095	5.0	120	$ 1,581.12	$ 3,218.85
2D	$0.27	39	3.1	2000	$ 1,659.44	1.96	1460	$ 773.42	4.8	1095	5.0	120	$ 1,581.12	$ 4,013.98
3A	$0.27	48	3.6	2000	$ 1,958.51	2.11	1460	$ 833.14	4.8	1095	5.0	120	$ 1,581.12	$ 4,372.77
3B	$0.27	27	2.1	2000	$ 1,111.47	1.44	1460	$ 569.42	4.8	1095	5.0	120	$ 1,581.12	$ 3,262.01
3C	$0.27	27	2.1	2000	$ 1,111.47	1.32	1460	$ 519.75	4.8	1095	5.0	120	$ 1,581.12	$ 3,212.34
3D	$0.27	39	3.1	2000	$ 1,659.44	1.95	1460	$ 769.87	4.8	1095	5.0	120	$ 1,581.12	$ 4,010.43
4A	$0.27	48	3.6	2000	$ 1,954.98	2.11	1460	$ 833.14	4.8	1095	5.0	120	$ 1,581.12	$ 4,369.24
4B	$0.27	27	2.1	2000	$ 1,109.48	1.45	1460	$ 572.97	4.8	1095	5.0	120	$ 1,581.12	$ 3,263.57
4C	$0.27	27	2.1	2000	$ 1,109.48	1.31	1460	$ 516.80	4.8	1095	5.0	120	$ 1,581.12	$ 3,207.40
4D	$0.27	54	3.1	2000	$ 1,659.44	1.95	1460	$ 769.87	4.8	1095	5.0	120	$ 1,581.12	$ 4,010.43
5A	$0.27	66	4.8	2000	$ 2,615.97	3.61	1460	$1,423.85	4.8	1095	5.0	120	$ 1,581.12	$ 5,620.94
5B	$0.27	27	2.0	2000	$ 1,104.80	1.32	1460	$ 518.57	4.8	1095	5.0	120	$ 1,581.12	$ 3,204.49
5C	$0.27	39	3.1	2000	$ 1,659.44	1.95	1460	$ 769.87	4.8	1095	5.0	120	$ 1,581.12	$ 4,010.43
6A	$0.27	66	4.9	2000	$ 2,628.17	3.61	1460	$1,423.26	4.8	1095	5.0	120	$ 1,581.12	$ 5,632.55
6B	$0.27	27	2.0	2000	$ 1,099.15	1.32	1460	$ 521.53	4.8	1095	4.8	120	$ 1,581.12	$ 3,201.79
6C	$0.27	39	3.2	2000	$ 1,997.38	1.95	1460	$ 770.46	4.8	1095	5.0	120	$ 1,581.12	$ 4,348.96
7A	$0.27	42	3.5	2000	$ 1,885.91	2.37	1460	$ 934.25	4.8	1095	5.0	120	$ 1,581.12	$ 4,401.28
7B	$0.27	48	4.0	2000	$ 2,136.33	2.15	1460	$ 849.11	4.8	1095	5.0	120	$ 1,581.12	$ 4,566.56
7C	$0.27	36	2.9	2000	$ 1,587.12	1.79	1460	$ 704.24	4.8	1095	5.0	120	$ 1,581.12	$ 3,872.47
8A	$0.27	60	4.9	2000	$ 2,666.27	3.03	1460	$1,193.24	4.8	1095	5.0	120	$ 1,581.12	$ 5,440.64
8B	$0.27	30	2.5	2000	$ 1,345.05	1.34	1460	$ 528.62	4.8	1095	5.0	120	$ 1,581.12	$ 3,454.79
8C	$0.27	36	2.9	2000	$ 1,587.12	1.79	1460	$ 704.24	4.8	1095	5.0	120	$ 1,581.12	$ 3,872.47
9A	$0.27	84	6.9	2000	$ 3,713.44	4.01	1460	$1,581.73	4.8	1095	5.0	120	$ 1,581.12	$ 6,876.28
9B	$0.27	36	2.9	2000	$ 1,587.12	1.79	1460	$ 704.24	4.8	1095	5.0	120	$ 1,581.12	$ 3,872.47
10	$0.27	99	11.0	2000	$ 5,966.63	5.74	1460	$2,262.91	5.7	1095	5.0	120	$ 1,847.21	$ 10,076.74
11	$0.27	120	11.4	2000	$ 6,148.95	5.16	1460	$2,033.48	5.7	1095	5.0	120	$ 1,847.21	$ 10,029.63

Thank you,

TETRA TECH ENGINEERS et.al, P.C.
d/b/a COSENTINI ASSOCIATES

Ingrid Vai
Senior Associate

E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

ABC Realty

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NEW YORK, NY 10019
(212) 262-6274
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Seth R. Weinstein
Vice President

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

June 17, 2022

64 Owner LLC
50 West 17th Street, 6th Floor
New York, New York 10011

Re: Condominium Offering Plan
64 University Place Condominium
64 University Place, New York, New York 10003

Ladies and Gentlemen:

Our company is a licensed real estate management firm and has been engaged in the management of many condominium, cooperative and residential rental properties for over 30 years. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

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

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

Sincerely,

ABC Management Corp. dba ABC Realty

By: _____
Name: Seth Weinstein
Title: Vice President

F. NONRESIDENTIAL UNITS

Subject to certain restrictions set forth in the Declaration and By-Laws, the Nonresidential Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, banking, medical office, commercial, community facility or office purposes. Without representation, Sponsor anticipates that the Retail Unit will be used for retail purposes and that the Community Facility Unit may be used as an art exhibition space or similar use . The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Nonresidential Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. Article 8 of the By-Laws provides that the Nonresidential Units may not be used as a pornography store, massage parlor, drug treatment facility or homeless shelter and that the Nonresidential Owners shall use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Unit and vent the same. As of the date of filing of the Plan the Nonresidential Units do not have the venting and infrastructure to support a restaurant with cooked food on the premises, although no representation is made with respect to future alterations to by the respective Nonresidential Unit Owners. It is currently anticipated that the Nonresidential Units will be used for office, retail, medical office or community facility purposes (and ancillary uses), although no representation or warranty is made with respect to such initial or any subsequent uses of the Nonresidential Units or with respect to who the owner or tenant(s) of the Nonresidential Units may be at any time. No income derived from any use of the Nonresidential Units will constitute income to the Condominium Board or the Residential Unit Owners.

No unlawful use may be made of the Nonresidential Units or any portion thereof and all valid Legal Requirements relating to any portion of the Nonresidential Units shall be complied with at the sole cost and expense of the applicable Nonresidential Unit Owner or the Condominium Board, whichever party has the obligation to maintain or repair such part of the Property, as set forth in the Declaration or the By-Laws.

As discussed in the footnotes to Schedule B and so provided in Article 6 of the By-Laws, the Nonresidential Unit Owners' share of Common Expenses will be limited to a share of only certain components of the Common Expenses, as shown on Schedule B. As more fully set forth in the "Notes to Schedule B", the Nonresidential Unit Owner will therefore pay only allocated percentages of such components of the Common Expenses, which percentages may be less (or more) than their Common Interest. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by the Nonresidential Unit Owner, and (other than those which relate to utility consumption, which shall be fairly adjusted based upon such consumption) shall remain fixed from and after the First Year of Condominium Operation. Such allocated share of expenses will result in the Residential Unit Owners having to pay either higher (if fewer services are being provided to the Nonresidential Unit Owners) or lower (if greater services are being provided to the Nonresidential Unit Owners) shared expenses of the Condominium. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by the Nonresidential Unit Owners, as estimated by Sponsor's Budget Expert, an independent expert retained by Sponsor. It is the opinion of Sponsor's Budget Expert, as more fully set forth in Exhibit 8D in Part II, that the aforementioned Common Charges

payable by the Nonresidential Unit Owner are sufficient to cover the expenses fairly attributable to each of the Nonresidential Units.

To the extent permitted by law, and subject to certain restrictions set forth in the Declaration and By-Laws, the Nonresidential Unit Owners will have the right with regard to its Unit, without the vote or consent of the Condominium Board, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board), to change the size of its Unit by subdividing it into any desired number of condominium units (or by combining any units resulting from such subdivision), and to reapportion among the newly created condominium units resulting from any subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As more particularly provided in Article 10 of the Declaration, the Nonresidential Unit Owners will have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Condominium Board to do so. If a Nonresidential Unit is subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Condominium Board or other Unit Owners), set forth above in this paragraph, described as pertaining to the Unit Owner of the original Unit or Units in question.

The owners of the Nonresidential Units and/or their designees (and their respective successors and assigns) shall have an easement for so long as the Condominium shall remain in existence: (i) to access for the purposes of maintenance, repair, operation and replacement of the mechanical equipment servicing the Nonresidential Unit; (ii) to erect, use, lease, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roof of the Building that is not occupied as of the date hereof for any other Building installations, or a terrace benefiting one or more Residential Units; and (iii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Condominium Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Condominium Board of the type and location of any such equipment before installation. Any obligations of the Owner of the Nonresidential Unit under any lease, license or other right of use granted by the Nonresidential Unit Owner with respect to any roof or the aforesaid mechanical equipment room shall be the obligation solely of the Nonresidential Unit Owner and not of the Condominium and any rights of the owner of the Nonresidential Unit Owner, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of the Nonresidential Unit Owner and not of the Condominium. In connection with such easements and related rights, the owners of the Nonresidential Units and/or their designees (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent

necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Residential Units and the Nonresidential Units shall each be subject to such easement. The Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights.

All normal maintenance and repairs of the roof of the Building will be made by the Condominium Board and chargeable to all Unit Owners as a Common Expense; except that if the holders of the aforementioned easement utilizes the roof of the Building pursuant to such easement, then such party/ies will be responsible for the normal maintenance and repair of the portion of the roof(s) it utilizes. Capital repairs and replacements to such roofs, other than normal maintenance and repairs, will be charged to all Unit Owners as a Common Expense except to the extent such costs are attributable to the use of areas utilized pursuant to the above-described easements or are necessitated by the exercise of such easements, in which case the holders of such easement shall be responsible for such costs.

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G. CHANGES IN PRICES AND UNITS: RESIDENTIAL UNITS AND STORAGE LOCKERS

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

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

If Sponsor changes the purchase price of a Unit, the Purchaser affected thereby may pay more or less than other Purchasers under the Plan for similar Units or Storage Lockers, but this will not affect any prior or subsequent sale of any other Units or Licenses, nor will the Common Interest of any Unit be altered as a result of a price change for such Unit.

In order to meet the possible varying demand for number and type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration and By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit; (ii) change the layout of, or number of rooms in, any Unsold Unit; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required by law to be maintained as Common Elements based upon such alterations); (iv) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change; and (v) use any Unsold Unit(s) as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental laws and regulations as to any such use. Any such change described in subsections (ii) through (v) in the immediately preceding paragraph and additionally any material adverse change in the size or

quality of any of the Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Condominium Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Units. In addition, no material change will be made in Unit size, layout or percentage of Common Interest with respect to any Unit for which an Agreement has been mutually executed and delivered and the Purchaser thereunder is not in default, and that none of the foregoing changes, including any material adverse change in the size, layout or Common Interest of a Residential Unit or in the amount or quality of Residential Limited Common Elements directly affecting or servicing a Unit, will be made with respect to any Unit for which an Agreement has been mutually executed and delivered and the Purchaser thereunder is not in default, unless Sponsor is compelled to implement changes in any case in which: (a) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least 15 days, to rescind his or her Agreement and receive a refund of the Deposit, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission; or (b) such change is not a material adverse change in the size, dimension or floor space or layout of such Unit, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a minor inaccuracy or error in the floor plans. With regard to size, note that there is a rebuttable presumption that a reduction in Residential Unit area of 5% or less is not material.

Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Storage Room and Storage Lockers, and the number and size of the Storage Lockers by, among other things, reconfiguring the Storage Room and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Limited Common Element space (other than such Residential Limited Common Element spaces which are used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Storage Room. Sponsor expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same.

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H. INTERIM LEASES

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, prior to the date of closing title to a Unit, to rent or lease, rather than sell, such Unit to Purchasers and others. There are no limitations of any kind (including pursuant to Sponsor's construction loan) on Sponsor's right to rent rather than sell Units after Plan consummation. As a result, a Purchaser of a Unit may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at the closing vacant and free and clear of all leases, tenancies and rights of occupancy. However, once an Agreement for a Unit is fully executed and for so long as the Agreement is in effect, such Unit may only be leased to its Purchaser. No Purchaser shall have the right to occupy any Unit prior to the closing unless Sponsor agrees to permit such occupancy under an interim lease or other written rental agreement.

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.

If Sponsor agrees to lease a vacant Unit, the lease will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an interim lease to a Purchaser, such lease will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease. The Agreement will contain a similar provision entitling Sponsor, subject to the terms of the Plan, to terminate the Agreement and retain the Deposit (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's lease within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (b) the Purchaser has vacated the Unit.

No portion of the rental paid under any lease will be credited towards the Purchase Price of a Unit unless the lease and the Agreement therefor expressly so provide.

In the event of an amendment to the Plan disclosing a material adverse change pursuant to which a Purchaser is allowed to rescind an Agreement, if a Purchaser who is a tenant under an interim lease duly elects to rescind, the interim lease made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within 30 days thereafter free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 30-day period. If such failure to timely vacate occurs prior to the First Closing, the Purchaser shall be liable for use and occupancy in an amount equal to twice the rent under the interim lease. If such failure to timely vacate occurs after the First Closing, the Purchaser shall be liable for twice the costs of carrying the Unit (such as Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Units) as calculated by Sponsor. In addition, irrespective of when such failure to timely vacate occurs, such Purchaser

shall be liable to Sponsor for loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees and expenses.

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

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I. PROCEDURE TO PURCHASE

1. Execution of Documents

Any party desiring to purchase a Unit will be required to execute no more than four original counterparts of an Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each such Unit desired. The Agreement sets forth in detail the terms of sale with respect to the Units offered hereunder and should be read carefully by each prospective Purchaser. In the event of any conflict or ambiguity between the Plan and the Agreement, the provisions of the Plan shall control.

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

A Purchaser shall deliver Sponsor's Closing Counsel the four signed original counterparts of the completed Agreement, together with the Required Bank Forms (defined below) together with a downpayment as set forth below.

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

2. Deposits/Escrow

(a) General

At the time an agreement to purchase a Residential Unit (an "Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to fifteen percent (15%) of the purchase price set forth therein (collectively with any other monies deposited by a Purchaser

in connection with the purchase of a License, the "Deposit"). Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Deposit equal to 50% of the applicable purchase price. The Deposit for the purchase of a Storage Locker License is fifteen percent (15%) of the purchase price of such License. As of the initial filing date of this Plan, the applicable maximum limit for FDIC standard deposit insurance was $250,000. Deposits made by a Purchaser in excess of the applicable limit in effect from time to time in the aggregate in connection with the purchase of a Unit or Units will not be federally insured

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

With respect to any check or other instrument that is dishonored or fails on collection, the Escrow Agent is authorized to deliver to Sponsor the dishonored or uncollected instrument and Sponsor will have the choice of remedies set forth in the Plan and in the Agreement with respect to an Event of Default (which includes suing on such dishonored or uncollected instrument or (at Sponsor's option) canceling the Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

All Deposits or advances received by Sponsor will be held in escrow by Escrow Agent (as defined below) and placed in an Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of New York General Business Law Sections 352-e(2-b), 352-h and the provisions of New York Lien Law Section 71-a(3), as applicable.

(b) The Escrow Agent

The law firm of Herrick Feinstein LLP, whose address is Two Park Avenue, New York, New York 10016, and whose telephone number is (212) 592-1400, shall serve as escrow agent for Sponsor and the Purchaser in accordance with the provisions of the Agreement.

(c) The Escrow Account

The Escrow Agent has established the escrow account at Capital One, N.A., 299 Park Avenue, 23rd Floor, New York, New York (the "Bank"), a bank authorized to do business in the State of New York and Sponsor will amend the Plan to reflect such change in signatories. The name of the Escrow Account is "Herrick, Feinstein LLP, as escrow agent." This account is a master account; deposits will be credited to a sub-account for each Purchaser. The signatories on the Escrow Account, each of whom is admitted to practice law in the State of New York, currently are Andrew C. Gold, Arthur Jakoby, Irwin A. Kishner, Scott E. Mollen, Louis Tuchman, Louis

Goldberg and Ellen Shapiro. Such signatories may change from time to time in accordance with the Escrow Agent's internal policies, but all such signatories will be attorneys admitted to practice law in the State of New York. Neither the Escrow Agent nor any signatory on the Escrow Account is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of the foregoing or has any beneficial interest in any of the foregoing.

The Bank is insured by the Federal Deposit Insurance Corporation generally to a maximum of $250,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limitation, amounts deposited directly by such person and the Down Payment held in escrow for such person by the Escrow Agent). If a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, or if the amount of such Purchaser's deposits at the Bank and such Down Payment exceed $250,000, the aggregate of such Deposit and all other such deposits will generally not be federally insured in excess of $250,000. No representation or guaranty is made by the Escrow Agent or Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

Concurrently with the delivery of an executed Agreement, the Purchaser shall also deliver to Sponsor a duly completed and signed Internal Revenue Service Form W-9 (or, if applicable, a duly completed and signed Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E) and, at Sponsor's or the Escrow Agent's request, the Purchaser shall also deliver such other forms, certifications and documents as may be required by the Bank or the Internal Revenue Service in order for the Bank to accept such check for deposit in the Escrow Account (Form W-9 or, if applicable, Form W-8BEN or Form W-8BEN-E, and such other forms, certifications and documents, collectively, the "Required Bank Forms"). If the Purchaser consists of two or more individuals or entities, the Required Bank Forms shall be completed and signed by all such individuals and entities who will receive any interest earned on the Down Payment. If, after a fully executed Agreement has been delivered to the Purchaser, the Bank refuses to accept the deposit of funds representing the Down Payment because of the Purchaser's failure to deliver all the Required Bank Forms, the Purchaser will be deemed to be in default under the Agreement. Moreover, if the Bank accepts the deposit of funds representing the Deposit even though all the Required Bank Forms have not been delivered to the Bank, the Purchaser shall not be entitled to receive interest on the Deposit unless and until all the Required Bank Forms have been delivered to the Bank.

Any deposits or payments made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time, which as of the Filing Date is 0.20%. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, will begin to accrue when the Deposit has been collected by the Bank and all the Required Bank Forms have been delivered to the Bank. Interest will not be earned on the Deposit after the Deposit is

transferred from the sub-account in which it is being held into the master account in anticipation of the closing of title to the Purchaser's Unit.

All interest earned on a Purchaser's Deposit shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account. (d) The Agreement

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

(e) Notification to Purchaser

Within five (5) business days after the Agreement has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

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

(f) Release of Funds

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

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

following the First Closing by the 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.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

(g) Waiver Void

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

(h) Other

Sponsor or Escrow Agent will submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such

interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan. Before funds are transferred to a new Escrow Account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the applicable escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

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

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

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.

3. Date of the First Closing; Closing Notices

In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections therefor, and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after December 1, 2023, the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. After the Plan has been declared effective Sponsor will fix dates for closing title to all Units for which Agreements have been executed by serving notice on each Purchaser (other than Purchasers who are then in default under their Agreements) stating the date of the First Closing and setting such Purchaser's closing date.

4. Default

In the event a Purchaser defaults under an Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after

Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any. It is acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred and shall be paid by Purchaser to and retained by Sponsor as Sponsor's sole and exclusive remedy. In such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow.

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

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

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

5. Risk of Loss

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

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

6. Financing

Although, a Purchaser may obtain financing from any lending institution or other source, the obligations of a Purchaser under an Agreement are not conditioned on obtaining a commitment for financing or actually obtaining financing for such purposes. In other words, a Purchaser will remain obligated under the Agreement to purchase his or her Unit whether or not he or she has been able to obtain financing. Any prospective Purchaser who executes an Agreement and does not obtain financing may lose his or her deposit if he or she us unable to otherwise raise the monies for the balance of the Purchase Price. No representation is made by Sponsor or Selling Agent as to the terms, availability or cost of any mortgage or other financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

7. Transfer (and Mansion) Taxes

Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax, except that pursuant to a change in law effective July 1, 2021, where the Purchaser pays the New York State Real Estate Transfer Tax, the amount of such tax that would have been paid by the seller but is instead paid by the purchaser does not, for purposes of the New York State Real Estate Transfer Tax, constitute additional

consideration to the seller and is no longer considered in calculating the amount of New York State Real Estate Transfer Tax due. Currently (as of the date of the filing of this Plan), for the purchase of a single residential unit, the New York City Real Property Transfer Tax is 1% of the consideration paid for a unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is currently $2 for each $500 (or fractional part thereof) of the consideration paid for a residential unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more. Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and a supplemental tax pursuant to Section 1402-b of New York State Tax Law (together with the Mansion Tax, the "Mansion and Supplemental Tax") if the total consideration for such Unit is $2,000,000 or more, which tax by law is the primary obligation of the Purchaser.

In addition to transfer taxes and Mansion Tax and Supplemental Tax, Purchasers shall also be obligated to pay at closing any tax on the transfer of a Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion and Supplemental Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion and Supplemental Tax information and closing cost illustrations disclosed in the Plan, as amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Subject to the foregoing, Sponsor will amend the Plan to disclose the enactment of an Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title.

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

Under the New York City Department of Finance's current policies, where a Purchaser purchases two or more Units that have not been physically combined into a single residence before the transfer (a "bulk sale"), the higher New York City Real Property Transfer Tax non-residential rates will apply, i.e., where the consideration is $500,000 or less, the rate would be 1.425% and where the consideration is in excess of $500,000, the rate would be 2.625%. This may be the case

even if the Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the higher non-residential rate for purposes of the New York City Real Property Transfer Tax and also pay the Mansion and Supplemental Tax. Sponsor makes no representation as to which transfer tax rates will apply at the time of closing of a particular Unit.

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

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

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

9. Exemption from Interstate Land Sales Full Disclosure Act

The Interstate Land Sales Full Disclosure Act 15. U.S.C. §§ et seq. ("ILSA") is a federal statute administered, as of July 21, 2011, by the Consumer Financial Protection Bureau ("CFPB") pursuant to the Dodd-Frank Act. ILSA requires sellers of lots in certain subdivisions to file a statement of record (the "Statement of Record") and property report (the "Property Report") with CFPB and provide a copy of the Property Report to purchasers before they sign a purchase agreement, unless the project or sale is exempt from this filing requirement. On September 26, 2014, President Obama signed into law a bill amending ILSA to exempt sponsors of new construction condominium projects from the obligation to file a Statement of Record and Property Report. The law took effect on March 25, 2015. Accordingly, the registration and filing requirements of ILSA are not applicable to the Condominium as the Condominium is exempt from same. Thus, Purchasers will receive the Plan only, without copies of a Statement of Record and Property Report, and will not have the rights afforded purchasers of units in non-exempt projects pursuant to ILSA.

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J. ASSIGNMENT OF AGREEMENTS

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

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

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K. EFFECTIVE DATE

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

The Plan may be declared effective, at Sponsor's option, when bona fide Agreements have been executed by Purchasers (which may include investors) and are in effect with respect to not less than 5 Residential Units, representing 15% of the Residential Units offered hereby. The Plan must, however, be declared effective when bona fide Agreements have been executed and are in effect with respect to at least 23 Residential Units representing 80% or more of such Units.

The Plan will not be declared effective based on an Agreement: (i) signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; (ii) signed by a Purchaser not afforded the three (3) business day period to review the Plan (prior to executing an Agreement) provided for in the Section entitled "Procedure to Purchase" above in Part I of the Plan; or (iii) entered into with a Purchaser who is Sponsor, Selling Agent or the Managing Agent, or who is a principal of any of the foregoing or who is related to any of the foregoing or any principal thereof by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be included if Sponsor submits proof satisfactory to the Department of Law establishing that such Purchaser is bona fide. Except as otherwise limited by this Section of the Plan, all 47 Residential Units shall be counted toward declaring the Plan effective.

The Plan will be declared effective either by: (i) an amendment to the Plan; or (ii) mailing or delivering personally to each Offeree a written notice to such effect, in which event Sponsor will submit an amendment to the Plan to the Department of Law confirming that the Plan was declared effective on a specified date within five days after such mailing or delivery. The First Closing will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective if <u>all</u> Agreements are either rescinded or terminated prior to the First Closing, regardless of whether the Declaration has been recorded.

The Plan may be withdrawn or abandoned by Sponsor, at its option, for any reason whatsoever at any time prior to its being declared effective. Once the Plan has been declared effective, it may not be abandoned or withdrawn, except that prior to the First Closing, the Plan may be abandoned at the option of Sponsor in the event of: (i) the existence of one or more defects in title affecting any one or more Units and/or the Common Elements which cannot be cured, removed or complied with except through litigation or the expenditure of more than one-half of one percent of the total initial offering hereunder in the aggregate (as estimated by Sponsor); (ii) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty which cannot be cured or repaired for less than one-half of one percent of the total initial offering hereunder (as estimated by Sponsor); or (iii) a taking of all or a material portion of the Property by condemnation or eminent domain. In calculating the costs referred to in clauses (i) and (ii) above, any defects in title that existed on the date the Units were initially offered for sale

under the Plan, and were either known to Sponsor or were a matter of public record, and attorneys' fees, shall be excluded.

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

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L. TERMS OF SALE

1. Prerequisites to Closing of Title

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

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

(b) a temporary or permanent certificate of occupancy for the Unit is in effect;

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

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

(e) the Purchaser or Purchaser's designee has been notified of its opportunity to examine the Unit prior to the closing; and

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

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

At the closing of title to each Unit, Sponsor shall execute and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, substantially in the form of the Unit Deed set forth as Exhibit 3 in Part II of the Plan, conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances. The Purchaser shall also sign the Unit Deed.

The following are the Permitted Encumbrances as of the date of initial submission of this Plan, subject to change in accordance with updates to the title report:

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and

Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, 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 Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing

Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

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

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

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Any state of facts which an accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

20. All other covenants, restrictions and matters of record.

21. Covenants, conditions, easements, leases, agreements of record, etc., including, without limitation, the following:

Covenants and Restrictions contained in a deed recorded February 22, 1842 in Liber 423 page 308.

Zoning Lot Development and Easement Agreement made by University Stone LLC and 64 University Place LLC, dated November 18, 2019 and recorded November 25, 2019 as CRFN 2019000384718 as amended by Amendment to Zoning Lot Development and Easement Agreement made between University Stone LLC and 64 University Place LLC dated June 18, 2021 recorded June 24, 2021 as CRFN 2021000241786.

Declaration of Zoning Lot Restrictions made by University Stone LLC and 64 University Place LLC, dated November 18, 2019 and recorded November 25, 2019 as CRFN 2019000384719.

Certificate pursuant to Zoning Lot Subdivision dated November 18, 2019 and recorded November 25, 2019 as CRFN 2019000384720.

Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development and Easement Agreement dated October 14, 2019 and recorded November 25, 2019 as CRFN 2019000384721.

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

3. Tax Returns and Power of Attorney

Each Purchaser will also be required to execute and deliver at the closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law; and (ii) a Unit Owner Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 2 to the persons who shall from time to time constitute the Condominium Board, designating such Board as the Purchaser's attorney-in-fact, for the purpose of acquiring or leasing in the name of the Condominium Board or its designee on behalf of all Unit Owners any Residential Unit and to otherwise deal with the Condominium and the Common Elements, all in accordance with the provisions of the Declaration and the By-Laws; and after any such acquisition or leasing of any Unit, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased, as the case may be, all in accordance with the provisions of the Declaration and By-Laws. Failure by any Purchaser to deliver such documents at closing shall constitute an event of default under a Purchaser's Agreement, entitling Sponsor to all remedies set forth in such Agreement.

4. Tax-Deferred Exchanges

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

incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to, and advises Purchasers to consult with a tax attorney regarding, the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

5. Risk of Loss

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

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

6. Sponsor's Construction Loan

In the event Sponsro's Loan is not satisfied at or prior to the First Closing, at or prior to the First Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; or (ii) subordinate the lien of its mortgage to the Declaration and, at each applicable closing, release its lien on the Unit then being conveyed and its interest in the Common Elements.

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M. UNIT CLOSING COSTS AND ADJUSTMENTS

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

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

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

3. Transfer Taxes and Mansion Tax: Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax, except that pursuant to a change in law effective July 1, 2021, where the Purchaser pays the New York State Real Estate Transfer Tax, the amount of such tax that would have been paid by the seller but is instead paid by the purchaser does not, for purposes of the New York State Real Estate Transfer Tax, constitute additional consideration to the seller and is no longer considered in calculating the amount of New York State Real Estate Transfer Tax due. Currently (as of the date of the filing of this Plan), for the purchase of a single residential unit, the New York City Real Property Transfer Tax is 1% of the consideration paid for a unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is currently $2 for each $500 (or fractional part thereof) of the consideration paid for a residential unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more. Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the New York State Tax Law, commonly referred to as the "Mansion Tax," currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and a supplemental tax pursuant to Section 1402-b of New York State Tax Law (together with the Mansion Tax, the "Mansion and Supplemental Tax") if the total consideration for such Unit is $2,000,000 or more, which tax by law is the primary obligation of the Purchaser. The chart below sets forth the aggregate rate of Mansion and Supplemental Tax based on the consideration paid for a Unit. Additionally, Purchasers shall be required to pay various other additional closing costs, fees and adjustments. It is likely that the purchase price, together with any other amounts paid by the Purchaser which are the obligation of Sponsor, will be added together by the New York State

Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax and Mansion and Supplemental Tax purposes.

Consideration amount	**NYS Mansion and Supplemental Tax Aggregate Rate**
Under $1 million	Not subject to tax
At least $1 million, but less than $2 million	1%
At least $2 million, but less than $3 million	1.25%
At least $3 million, but less than $5 million	1.5%
At least $5 million, but less than $10 million	2.25%
At least $10 million, but less than $15 million	3.25%
At least $15 million, but less than $20 million	3.5%
At least $20 million, but less than $25 million	3.75%
More than $25 million	3.9%

In addition to transfer taxes and Mansion Tax and Supplemental Tax, Purchasers shall also be obligated to pay at closing any tax on the transfer of a Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion and Supplemental Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion and Supplemental Tax information and closing cost illustrations disclosed in the Plan, as amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Subject to the foregoing, Sponsor will amend the Plan to disclose the enactment of an Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title.

The purchase price, transfer taxes and any other consideration paid for a Unit will be added together by the New York State Department of Taxation and Finance and the New York

City Department of Finance or, collectively, the "taxing authorities" to arrive at the total consideration for transfer tax and Mansion and Supplemental Tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

Under the New York City Department of Finance's current policies, where a Purchaser purchases two or more Units that have not been physically combined into a single residence before the transfer (a "bulk sale"), the higher New York City Real Property Transfer Tax non-residential rates will apply, i.e., where the consideration is $500,000 or less, the rate would be 1.425% and where the consideration is in excess of $500,000, the rate would be 2.625%. This may be the case even if the Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the higher non-residential rate for purposes of the New York City Real Property Transfer Tax and also pay the Mansion and Supplemental Tax. Sponsor makes no representation as to which transfer tax rates will apply at the time of closing of a particular Unit.

4. Mortgage Tax Credit. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser: (a) obtains a mortgage loan, the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act; or (b) assumes or consents to the continuation of a mortgage lien encumbering only such Purchaser's Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax otherwise payable, the Purchaser will pay to Sponsor an amount equal to such exemption, but in no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser.

5. Mortgage and Related Costs: If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account however any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by Purchaser's lender, which closing costs may include, but are not limited to, mortgage broker fees, the fees of such lender's counsel, recording charges and mortgage title insurance. Currently, the New York State and New York City mortgage recording tax levied on individual residential condominium Units located in New York City is $2.05 for each $100 (and each remaining major fraction thereof) with respect to mortgages of less than $500,000, and $2.175 for each $100 (and each remaining major fraction thereof) with respect to mortgages in the amount of $500,000 or more (less, in each case, a $30.00 credit). The two mortgage recording tax rates described in the previous sentence are comprised of the New York City mortgage recording tax ($1.00, or $1.125 in the case of individual residential condominium Unit mortgages in the amount of $500,000 or more); and the New York State Basic ($.50), Additional ($.30); and Special Additional ($.25) mortgage recording taxes. Mortgage lenders may require borrowers to pay mortgage recording taxes. However, with respect to individual residential condominium Units, mortgage lenders may not require borrowers to pay, subject to certain statutory exceptions, the special additional mortgage recording tax, which accounts for $.25 of the New York State rate (as previously described in this paragraph 5).

Under the current policies of the New York City Department of Finance (the "Department of Finance"), where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer (a "bulk sale"), the New York City mortgage recording tax will be levied at the higher non-residential rates, i.e., where the consideration is $500,000 or more, the rate will be $1.75 for each $100 (and each remaining major fraction thereof) for a total combined New York State and New York City mortgage recording tax rate of $2.80 for each $100 (and each remaining major fraction thereof). This may be the case even if the Residential Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. The Department of Finance has stated that application of the bulk sale rules are made on a case-by-case basis depending on the particular facts and circumstances and there is no guarantee that the Department of Finance will not change its position with respect to the foregoing. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser (and/or Purchaser's lender) could be required to pay the higher non-residential rate for purposes of the New York City mortgage recording tax. Sponsor makes no representation as to which mortgage recording tax rate will apply at the time of closing of a particular Residential Unit and shall have no liability with respect thereto.

Mortgage lenders also may require borrowers to pay deposits for Common Charges, real estate taxes, fire and casualty insurance premiums, assessments and water charges and sewer rents. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage financing from any sources. As previously stated in subparagraph 4 above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor and such Purchaser will cooperate with Sponsor in obtaining such credit. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

6. Closing Fees: For each Unit, the sum of $4,000 shall be payable to Sponsor's Closing Counsel as a per unit base closing fee. For each issuance of a Storage Locker License, the sum of $500 shall be payable to Sponsor's Closing Counsel as a base legal fee in connection with processing the issuance of such License. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Closing Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Closing Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Closing Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y) elsewhere in Manhattan, provided that an additional travel fee of $600 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $775 is paid to Sponsor's Counsel. In addition: (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's Closing Counsel an additional fee of $800 for each adjournment to prepare and coordinate the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,000, payable in advance; and (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be

paid to Sponsor's Closing Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser

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

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

The following table illustrates the projected closing costs (based on current rates) for a typical Residential Unit purchased by a Purchaser at a Purchase Price of $3,365,000 assuming such Purchaser finances 80% (i.e., $2,692,000) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$12,511.00
Fee for recording Unit Deed and Unit Owner's Power of Attorney and RP-5217	$349.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming approx. 20 pages)	$200.00
- mortgage recording tax (at 2.175% of $2,962,000 less $30 credit and 0.25% to be paid by lending institution) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$51,821.00
- mortgage title insurance (if purchased simultaneously with fee insurance)	$2,545.00

- other bank charges ("assuming points" of 1% of mortgage amount, an appraisal fee of $400 and legal fees of $500 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$30,520.00
New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax	$62,532.36
New York State Mansion Tax	$33,650.00
Working Capital Payment	$4,500.00
First Month's Common Charges	$2,250.00
Closing Fee (assuming the closing occurs at the offices of Sponsor's Closing Counsel) and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$4,850.00
ACRIS Transfer Document Preparation Fee	$350.00
TOTAL	$123,187.36

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

In addition, at closing, adjustments will be made between Sponsor and the Purchaser with respect to: (a) real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed; (b) Common Charges for the month in which title closes; and (c) accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser had been allowed to lease, occupy or rent such Unit prior to the closing. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the 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.

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N. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor's Obligations

a. Construction

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

Based upon the Sponsor's construction schedule anticipated as of the initial filing date of this Plan, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, pandemics or epidemics, acts of god or other events beyond its reasonable control, the first closing of a Residential Unit will occur on or around December 1, 2023. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than November 30, 2024, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.

However, if the first Residential Unit closing occurs before November 30, 2024, the Sponsor may schedule the closing of title to other Residential Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specific timeframe or to ensure that closing of title to your Residential Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

Prospective Purchasers should note, however, that the Residential Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Closing does not occur by the date which is 12 months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all affected Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15

days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned (such right of rescission sometimes referred to herein as the "First Closing Rescission Right").

If the Plan is amended to provide for a later projected date for the First Closing, affected Purchasers will be entitled to a First Closing Rescission Right if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs within twelve (12) months after December 1, 2023, Sponsor may schedule the closings of title to other units significantly later than such date. Unless Purchaser's Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified 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. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

Except as it relates to any of Purchasers' Rights under the Martin Act and its attendant regulations promulgated by the New York State Attorney General's Office, Purchasers' aforementioned rescission rights are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

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

The issuance of a temporary or permanent Certificate of Occupancy for the entire Building shall be deemed presumptive evidence that the construction of the Building and its appurtenances and all of the Units has been substantially completed in accordance with this Plan and the Plans and Specifications. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the construction of the Building and its appurtenances and the Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Condominium Board or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within one year from the later of the issuance of a temporary Certificate of Occupancy for the portion of the Building subject to such defect or the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective; or (ii) as to any Unit, on or prior to the date of closing for such Unit, except that if any such defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such defect if notified in writing by the Unit Owner within one year from the earlier of the closing of title to such Unit or the commencement date of an interim lease for such Unit. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any conditions in construction or installation or operation of any appliances with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen or others are assigned to the Condominium Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, partial or total demise of any landscape improvements, nail pops, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, grouting cracks, scratches in formica or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, ceiling imperfections, slight separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, or cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor

has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's option, replace any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

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

Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Unit (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 Specifications"), 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.

The Housing Merchant Implied Warranty Law (New York State General Business Law Article 36-B) does not apply to this offering. Notwithstanding anything contained herein, Sponsor is obligated to construct the Units and Common Elements substantially in accordance with the provisions of this Plan (including the Description of Property and Specifications set forth in Part II), all applicable Legal Requirements and the Plans and Specifications and any conflict between Sponsor's limitations on liability and Sponsor's obligations as set forth in this sentence shall be resolved in favor of the latter.

b. **Real Property Law §339-kk**

Section 339-kk of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, applies to all condominiums in the State of New York, and provides additional financial protection for a condominium association if the sponsor or other non-occupant Unit Owner of a

Unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's Units.

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

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

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

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

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

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

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

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

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

c. **Payment of Expenses**

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

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

d. **Assignment of Warranties**

Upon the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors, suppliers or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Residential Unit shall be assigned to the Purchaser of such Unit on the date of closing of title thereto. Certain warranties with respect to the Building will be held by the Condominium Board on behalf of all Unit Owners and/or the Nonresidential Unit Owners as to whose Units such warranties pertain.

e. **Certificate of Occupancy**

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

electrical work, plumbing, heating and air-conditioning facilities and elevators at the Building. Prospective Purchasers are advised that permanent Certificates of Occupancy are required for permanent use of the Building, and that a temporary Certificate of Occupancy may be renewed only for a total of two years from the first date of issuance. Sponsor cannot assure that a permanent Certificate of Occupancy for the Building will be obtained within two (2) years after the First Closing.

In the event that a permanent Certificate of Occupancy has not been issued for the Building as of the First Closing, Sponsor is required to maintain all Deposits and funds paid on account of the Purchase Price (but not any payments given for special work ordered by Purchasers) in the special escrow account required by General Business Law Section 352-e(2 b) unless Sponsor's engineer, architect, construction manager or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work remaining to be done by Sponsor in order to obtain such permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect, construction manager or other qualified expert may be released from the special escrow account. Alternatively, Sponsor may place in escrow with Sponsor's Closing Counsel an unconditional, irrevocable letter of credit, a surety bond from an institutional lender or recognized bonding company acceptable to the Department of Law, or cash, in each case in an amount that, when added to the Deposits being maintained in the special escrow account, will equal not less than the amount so certified. Sponsor may also use as collateral to similarly secure its obligation to obtain a permanent Certificate of Occupancy, the unfunded portion of a construction loan (if any) or other collateral acceptable to the Department of Law and disclosed in an Amendment to this Plan. If Sponsor has placed cash in escrow, such funds will be held by Sponsor's Closing Counsel in escrow in a separate bank account. All interest and income on such escrowed funds will be paid to Sponsor, as and when earned and collected.

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

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

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

In accordance with Section 339-p of the New York Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor

Plans are an accurate copy of portions of the plans of the Building as filed with appropriate governmental authorities.

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

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

h. **Insurance**

Sponsor will initially procure on behalf of the Condominium Board, to take effect on or before the date of the First Closing, the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan), the cost of which insurance has been reflected in the Projected Budget set forth as Schedule B. Such required coverage(s) may be satisfied by any so-called builder's risk policy obtained by Sponsor in connection with the construction of the Building, provided the limits and terms of coverage set forth in Schedule B are provided under such policy. To the extent any such policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Condominium Board for the Condominium in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit or with respect to the following items in, on or affixed to the Unit, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes

and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors.

i. **Right of Access**

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

j. **Dissolution**

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

k. **Sponsor's Construction Loan**

Sponsor has obtained financing ("Sponsor's Loan") for this project from Fortress Credit Corp. (together with any co-lenders, successors or assigns of Sponsor's Loan, "Sponsor's Lender"), in the aggregate amount of $19,181,178.90. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Sponsor's Loan does not contain a restriction on Sponsor's ability to rent Unsold Residential Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's obligations hereunder pursuant to Sponsor's Loan, such event shall not be deemed material and adverse and will not give rise to a right of rescission. Sponsor reserves the right to obtain additional financing, the terms of which could include additional or different requirements on Sponsor. Sponsor shall make all required disclosures with respect to additional financing, if any.

l. **General**

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

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

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

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

m. **Use of Unsold Units**

Sponsor and its designee reserve the right to use or occupy or to rent, hire or lease any Unsold Unit to any Purchaser or non-purchasers at any time, both before and after the First Closing (provided that a permanent or temporary Certificate of Occupancy covering each such Unit has been obtained). Sponsor will endeavor in good faith to sell, but nevertheless, reserves the unconditional right, to rent or lease such Unit to Purchasers and others. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once an Agreement is signed for a Unit, and for so long as such Agreement is in effect, such Unit may be leased only to the Purchaser listed on the Agreement (unless such Purchaser agrees otherwise).

Notwithstanding the foregoing or anything contained herein, in the Declaration, By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Condominium Board use or grant permission for the use of any Unsold Unit (as hereinafter defined) for any purpose, including, but not limited to, the use of any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations as to any such use.

n. **Alterations of Unsold Units**

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

o. **Casualty**

As discussed in the Section of the Plan entitled "Procedure to Purchase", the risk of loss to any Unit by fire or other casualty until the closing of title to such Unit is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Board, and other Unit Owners, belong entirely to Sponsor.

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

In addition, if Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to Closing, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its Installations. However, until Closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease and, after Closing, the Condominium Board will be responsible to make those

repairs required of it under the Declaration and By-Laws. If during Purchaser's occupancy prior to Closing, the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts or omissions of Purchaser or other occupants of the Unit or Purchaser's guests, invitees, agents or workers. If Purchaser is obligated to repair the damage, then Purchaser's failure to make such repair shall not excuse Purchaser from paying the balance of the Purchase Price and accepting delivery of the deed.

In the event the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Sponsor makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence. Prospective Purchasers are advised to consult with an insurance broker concerning the circumstances under which additional living expenses and other costs may be covered by such policy.

p. **Successors to Sponsor**

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

q. **Statue of Limitations**

Under New York Civil Practice Law and Rules Section 213(2), a breach of contract claim is subject to a six-year statute of limitations. The Agreement provides that a Purchaser shall instead have a maximum of three years from closing of their Unit to bring a claim, including a breach of contract claim, against Sponsor, its principals, affiliates, and agents. Execution of an Agreement shall constitute express acknowledgement and acceptance that the maximum three-year period is reasonable. Notwithstanding anything to the contrary set forth in the Plan, the Agreement, at law, in equity or otherwise, any action or proceeding brought by, through or on behalf of a Purchaser against Sponsor, its principals, affiliates, and agents, or related to the Building or a Unit purchased from Sponsor, must be commenced upon the earlier of (i) 3 years from closing or (ii) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. See the "Form of Agreement" in Part II of the Plan for additional information.

r. **Reservation of Air and Development Rights**

The Sponsor has retained and expressly reserves all excess air or developmental rights (collectively, the "Development Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable laws and otherwise, may not be possible or may be limited. Further, the Sponsor, as a result of such

reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale. Sponsor reserves the right to form a tax lot parcel as part of the Condominium in which to house Development Rights, and in such event, the Declaration of Condominium will be amended to reflect the creation of such tax lot parcel.

The Development Rights reserved by Sponsor will not be used to add additional floors to the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In addition, Sponsor has no plans at this time to utilize or transfer any such excess Development Rights.

s. **Miscellaneous**

Sponsor and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise. Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

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O. CONTROL BY SPONSOR

Until the first annual meeting of the Unit Owners (the "First Annual Meeting"), the Condominium Board shall consist of three persons designated by Sponsor. Sponsor anticipates designating the following persons as the initial Board members (all of whom are employees of Sponsor's parent entities and are experienced in real estate matters and familiar with the Property): Allen Rezhets, Gustavo Rusconi and Rafi Moskowitz. Sponsor will amend the Plan prior to the First Closing in the event such three persons shall not constitute the initial Board members. The First Annual Meeting shall be approximately 30 days following the earlier to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Units representing at least 50% both in number and aggregate Common Interests of all Units; and at such meeting, the incumbent three-member Board designated by Sponsor will resign and a new Board, consisting of three members, will be elected and/or designated by the Unit Owners and Sponsor, as the case may be. Sponsor will be entitled to designate a majority of the members of the Condominium Board until the closing of title to Residential Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

As a result of the foregoing, there is no provision in the By-Laws that assures a majority of the Board will be Unit Owners, Unit occupants or members of a Unit Owner or Unit occupant's household who are unrelated to Sponsor and its principal within two years after the First Closing. In addition, because Sponsor has the unconditional right to rent or lease the Units after Plan consummation, there is no commitment to sell more Units than the 15 percent of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. Except for Board members elected or designated by Sponsor or its designee, all members of the Condominium Board shall be: (i) individual Unit Owners or Permitted Mortgagees of Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Units (or officers, directors, employees or stockholders of corporate fiduciaries or partners or employees of partnership fiduciaries); or (vi) individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner or a mortgagee of a Unit. Other than Board members elected or designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above.

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

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Units owned by Sponsor as it sees fit. In addition, at elections of members to the Condominium Board held during the Initial Control Period, (a) Sponsor and/or its designee shall have the right to elect and/or designate four of the five members of the

Condominium Board otherwise to be elected by the Residential Unit Owners (including Sponsor), who are related to or affiliated with Sponsor, such designee or other Unsold Unit Owner(s), and (b) Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining one member of the Condominium Board otherwise to be elected by the Residential Unit Owners (other than Sponsor) who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners.

In addition, at elections of members to the Board held after the expiration of the Initial Control Period but while Sponsor and/or its designee still owns at least one (1) Residential Unit, Sponsor and/or its designee shall have the right to designate one (1) of the three members of the Board otherwise to be elected by the Unit Owners, including Sponsor, who may be a person related to or affiliated with Sponsor, Sponsor's designee or other Unsold Unit Owner; and the Residential Unit Owners (including Sponsor) shall have the right to elect the remaining two members of the Board to be elected by the Residential Unit Owners, who shall be persons not related to or affiliated with Sponsor, Sponsor's designee or other Unsold Unit Owner.

Accordingly, from and after the expiration of the Initial Control Period, at least two of the three members of the Condominium Board shall not be designated by Sponsor or its designee. There is no restriction on the right of Sponsor and/or its designee(s) or other Unsold Unit Owner(s) to vote for members of the Condominium Board who are not related to or affiliated with Sponsor or such designee or such Unsold Unit Owner(s). The number of members of the Condominium Board may not be increased without the consent of the owner(s) of the Unsold Units, for so long as there remains at least one Unsold Unit.

Until Sponsor no longer designates a majority of the members of the Condominium Board, Sponsor will, through its control of the Condominium Board, be able to control the maintenance and operation of, and the services to be provided by, the Condominium, and also the determination of Common Charges to be paid by all Unit Owners. Prospective Purchasers should be advised that Unit Owners, Unit occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., for use as a home as opposed to as an investment.

Moreover, during the Initial Control Period, the Condominium Board may not, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Common Elements or any Residential Unit (unless required by any applicable Legal Requirements); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Building, as provided for in Schedule B "Projected Budget for First Year of Condominium Operation" set forth in the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium (unless any such borrowing is approved by the owners of Units representing at least 51% in aggregate Common Interests of all Units); or (vi) exercise any right of first refusal or waiver thereof to lease or purchase a Residential Unit. However, the Condominium Board may perform any function or take any action enumerated in subsections (ii) through (vi) hereinabove without the consent of Sponsor if, and only if, the performance of such function or the carrying

out of such action is necessary, and no other alternative is available, either to enable the Condominium Board to comply with any Legal Requirements, or to remedy any notice of violation entered against the Condominium, or to comply with any proper work order by an insurer of the Building, or for the health and safety (but not the general comfort or welfare) of the occupants of the Building.

Sponsor reserves the right, in its sole and absolute discretion, to direct the Board to waive the collection of Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for timely payment of all expenses to operate the Building during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments required by lenders. All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B – "Projected Budget for First Year of Condominium Operation". As the completion and or availability of amenities, services and/or facilities may be limited or restricted for a period of time following the First Closing (depending on ongoing construction and/or the occupancy level in the Building), the Sponsor anticipates that these operating costs will increase until they reach the projections set forth in the Schedule B as the occupancy level of the Building increases and the construction of the Building progresses. Purchasers should note that Schedule B will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances the Unit Owners will remain responsible for the payment of individual Unit Owner expenses such as real estate taxes, utility charges, etc. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the Waiver Period.

During any such Waiver Period, Sponsor shall remain obligated to update the operating budget for the Condominium when and as needed, [and if Sponsor controls the Board, to provide certified financial statements for the Condominium, as required by the regulations promulgated by the New York State Department of Law.] If Sponsor shall exercise its right to direct the board to waive collection of Common Charges as set forth above, Sponsor shall disclose such fact in the closing notice to Purchasers. Thereafter, Sponsor shall disclose such fact in the post-closing Amendment to the Plan and also disclose the anticipated length of the Waiver Period. Sponsor will notify all Unit Owners in writing of the expiration of the Waiver Period at least thirty (30) days prior to such expiration and will disclose such fact in the following amendment to the Plan. Upon expiration of any such Waiver Period and the commencement of assessment of common charges against the Units, there will not be an assessment for any expense in the approved budget for the Condominium.

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P. THE CONDOMINIUM BOARD

1. General

The affairs of the Condominium shall be governed by the Condominium Board. The Condominium Board shall initially consist of three members designated by Sponsor until the First Annual Meeting of Unit Owners, at which time the incumbent Board will resign and a new Board, consisting of three members, will be elected and/or designated by the Residential Unit Owners and Sponsor, as the case may be. However, each Nonresidential Unit Owner shall have the right to send a designee to attend any and all meetings of the Condominium Board, and no decision or determination adverse to a given Nonresidential Unit Owner shall be taken by the Condominium Board without the consent of the affected Nonresidential Unit Owner.

The Condominium Board shall consist of three members designated by Sponsor from time to time until the first annual meeting of Unit Owners (the "First Annual Meeting"), at which time the incumbent Board will resign and a new three-member Board will be installed as set forth below. Sponsor anticipates designating the following persons as the initial Board members (all of whom are employees of Sponsor's parent entities and are experienced in real estate matters and familiar with the Property): Allen Rezhets, Gustavo Rusconi and Rafi Moskowitz. Sponsor will amend the Plan prior to the First Closing in the event such three persons shall not constitute the initial Board members. The First Annual Meeting shall be approximately 30 days following the earlier to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title to Units representing at least 50% both in number and aggregate Common Interests of all Units. In addition, because Sponsor has the unconditional right to rent or lease the Units after Plan consummation, there is no commitment to sell more Units than the 15 percent of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium. (See "Meetings and Votes of Unit Owners" in this Section below and "Control by Sponsor" in Part I).

The term of office of each of the three members comprising the Condominium Board elected or designated at the First Annual Meeting shall be fixed at such meeting as follows: (a) one such members will serve for a term of approximately three years; (b) one such members will serve for a term of approximately two years; and (c) one of such members will serve for a term of approximately one year. Those members of the first three-member Board who receive the highest number of votes will serve for the longest terms of office, but except as set forth in the By-Laws, any members elected or designated by Sponsor or its designee as the owner of Unsold Units shall serve for the shortest terms of office. At each annual meeting of Unit Owners subsequent to the first such meeting, the Unit Owners shall elect Board members to replace the Condominium Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Condominium Board or anything contained herein to the contrary, each member of the Condominium Board (including any member designated by Sponsor or its designee as the owner of Unsold Units) shall serve until a successor has been elected and qualified. Subject to the requirements described in the Section of the Plan entitled "Control by Sponsor", there shall be no limit on the number of terms of office, successive or otherwise, that a Board member (including any member of the Condominium Board designated by Sponsor) may serve.

Except for Board members elected or designated by Sponsor or its designee, all members of the Condominium Board shall be: (i) individual Unit Owners or Permitted Mortgagees of Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Units (or officers, directors, employees or stockholders of corporate fiduciaries or partners or employees of partnership fiduciaries); or (vi) individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner or a mortgagee of a Unit. Other than Board members elected or designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above.

Prospective Purchasers are advised that Unit Owners, Unit occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., for use as a home as opposed to as an investment.

In no event shall any Unit Owner (or its proxy) or another interested party be eligible for election to the Condominium Board, and any such Unit Owner (or its proxy) or other party may be removed as a Board member by a majority vote of the other Board members, if such Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Condominium Board to be paid. In addition, no member of the Condominium Board (or his or her proxy) may continue to participate as a member thereof after the Condominium Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

Members of the Condominium Board shall serve without compensation. All officers, Board members and employees of the Building will be bonded at all times from and after the First Closing under fidelity bonds or crime insurance in favor of the Condominium. The cost of the bonds has been provided for in the estimate of the Common Charges contained in Schedule B in Part I of the Plan above.

2. Powers and Duties of and Determinations by Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present, unless otherwise expressly provided in the By-Laws. As stated in the By-Laws, no decision or determination adverse to a given Nonresidential Unit Owner shall be taken by the Condominium Board without the consent of the affected Nonresidential Unit Owner.

3. Meetings and Votes of Unit Owners

After the First Annual Meeting as described above, annual meetings of Unit Owners will be held within approximately four weeks of the anniversary of the First Annual Meeting on a date to be set by the Condominium Board. At each such meeting, the Unit Owners shall elect or

designate, as the case may be, members to replace those members of the Condominium Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the By-Laws. At all meetings of Unit Owners, the presence in person or by proxy of more than [50%] of the Common Interests attributable to all Units shall constitute a quorum and, except as otherwise provided in the By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Unit Owners.

Each Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Unit Owners, based upon the Common Interest appurtenant to each of the Unit or Units owned by such Unit Owner, and at all such meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his or her Unit or Units.

4. Officers

The principal officers of the Condominium will be the President, Vice-President and Secretary/Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may also appoint additional officers as the Condominium Board in its judgment may deem advisable.

None of the officers of the Condominium need be Unit Owners or have any interest therein or be members of the Condominium Board; except that, from and after the first organizational meeting of the Condominium Board after the First Annual Meeting, the President of the Condominium must be a member of the Condominium Board.

Upon the affirmative vote of a majority of the members of the Condominium Board, present in person or by proxy at a regular meeting of such Board, or at a special meeting of such Board called for such purpose, at which a quorum is present or is otherwise not required, any officer may be removed, either with or without cause, and his or her successor shall be elected or designated, in the event such Board member was designated by Sponsor or its designee.

5. Liability of the Condominium Board and the Unit Owners

To the extent permitted by applicable law, Board members shall have no liability to the Unit Owners, except that a Board member shall be liable for his or her own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith, willful misconduct, illegal acts, fraud or gross negligence. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of the bad faith, willful misconduct, illegal acts, fraud or gross negligence of such member.

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Q. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD

1. Sales and Leases of Units

Each Residential Unit Owner, after one year from the closing of its Residential Unit, may sell his or her Unit or lease his or her Unit for terms of one (1) year or more, provided, in each case, such Unit Owner first gives the Condominium Board notice of intention to sell or lease such Unit, accompanied by a fully executed copy of the contract of sale or lease, as the case may be, unless the conveyance is exempt from the right of first refusal as set forth in Section 8.7 of the By-Laws. The Condominium Board shall then have the right to purchase or lease the Unit at the same price or rental and on the same terms as were offered in good faith by a prospective purchaser or lessee, as more specifically set forth in Article 8 of the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within 20 days after receipt of the notice, or waives such election in writing, the Unit Owner will have 60 days thereafter to consummate the transaction set forth in the contract of sale or lease with the prospective purchaser or lessee, as the case may be, as more particularly set forth in Section 8.1 of the By-Laws. In the event that such sale or lease is not consummated, or if such contract or lease is renegotiated or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Unit Owner, the Unit Owner will be required again to offer the same first to the Condominium Board. The Condominium Board may in its sole discretion and without the approval of the Unit Owners, obtain and close on mortgage loan financing in such amount as it determines, subject to limitations hereafter set forth, to finance the purchase of any Unit as to which the Condominium Board exercises its right of first refusal as set forth in Article 8.1 of the By Laws, provided that: (i) such mortgage is secured by a first lien on the Unit being purchased, and ii) the principal amount of such mortgage does not exceed the purchase price for the Unit plus the amount of closing costs incurred by the Condominium Board in connection with such purchase and related mortgage financing.

As to any purchase of a Unit by the Condominium Board, and related mortgage loan financing, pursuant to the exercise by the Condominium Board of its right of first refusal under said section: (i) the Condominium Board shall be required to comply with the all terms related to financing of purchase of such Unit as are contained in the Sale Agreement for such Unit as negotiated by the Unit Owner and as presented to the Condominium Board pursuant to Section 8.1, and (ii) the Condominium Board shall be required to close on its purchase of such Unit within sixty (60) days of the date set for closing in such Sale Agreement or 60 days of date of notification of exercise of right of first refusal, whichever is later. If the Condominium Board exercises its right of first refusal to purchase or to lease pursuant to Section 8, the Offeree Unit Owner shall have the right to proceed with sale or lease to the Condominium Board, or alternately, shall have the right to withdraw the Sale Agreement or Lease, as applicable, as presented to the Condominium Board. The Offeree Unit Owner must notify the Condominium Board of any such withdrawal within five (5) days of the Offeree Unit Owner's receipt of notice of the Condominium Board's exercise of its right of first refusal. Any such lease shall be in the form and substance then approved by the Condominium Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting. The Condominium Board shall have the right to release or waive such option without the prior approval or a vote of the Unit Owners.

In connection with the foregoing, the Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If a Residential Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Residential Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Condominium Board for purchase or lease, as described above.

Notwithstanding the foregoing, without complying with the foregoing restrictions, a Residential Unit Owner may sell, lease or convey his or her Unit, and the owner of any interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity, may sell, lease or convey such interest, to an affiliate or one or more family members, as hereinafter defined, or convey a Unit or interest in a Unit Owner, as the case may be, by gift, or devise it by will, or have it pass by intestacy. (An "affiliate" is defined for purposes hereof as a person or entity that owns 50% or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns 50% or more of the legal and beneficial interest, and "family member" is defined for purposes hereof as a spouse, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.) Article 8 of the By-Laws more specifically describes the right of first refusal and those situations in which a Unit Owner may sell or convey his or her Unit to a related or controlled individual or entity.

The restrictions upon the sale or lease of Residential Units shall not apply to Sponsor or its designee with respect to any Unsold Units, to the Condominium Board, to any Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, or the Nonresidential Units; such Units may be sold to anyone without first being offered for sale to the Condominium Board.

Additionally, the Condominium Board shall have the powers and duties necessary for and incidental to the collection from Residential Unit Owners of "flip taxes" payable to the Managing Agent and/or the Condominium, in such amounts and on such terms as may be determined by the Condominium Board, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Sponsor or its designee, a Nonresidential Unit Owner, or any Units bought, sold or leased by the Board.

Each conveyance of a Unit by the Owner thereof shall include as part of the property to be conveyed, such Unit Owner's (i) undivided interest in the Common Elements, (ii) undivided interest in any Unit or Units acquired by the 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 asset of the Condominium. No part of a Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other

disposition of the Unit to which such interest appertains or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. In addition, the Condominium Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Unit Owner to the Managing Agent. Notwithstanding the above, no such fees shall be established for sales or leases of Unsold Units.

2. Use of Residential Units, Storage Lockers

As more particularly set forth in the Declaration and By-Laws set forth in Part II of this Plan, a Residential Unit may generally be used only for residential purposes and, subject to compliance with the Declaration and By-Laws, for a lawful home occupation as defined in the Zoning Resolution. Residential Unit Owners may, subject to the Condominium Board's right of first refusal, sell their Residential Unit or rent their Residential Unit pursuant to a lease with a minimum term of one (1) year, in each case. No transient tenant or short-term paying guest (i.e., a tenant or paying guest in occupancy for a period of less than twelve (12) consecutive months) will be accommodated in any Residential Unit, and only an entire Residential Unit may be leased. Residents of the Residential Units thus may include Unit Owners as well as tenants leasing Residential Units from other Unit Owners. Sponsor may, without the permission of the Board, use or grant permission for the use of any Unsold Residential Unit for any purpose, including, without limitation, use as a long or short term rental, transient hotel, timeshare or other use, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Residential Unit (subject to Sponsor's right to amend the Certificate of Occupancy to conform to use as provided in the By-Laws), and the occupant of such Unsold Residential Unit complies with all applicable governmental regulations with respect to such use. Notwithstanding the foregoing reservation of rights, at present Sponsor does not intend to permit short-term rentals, transient hotels, or timeshares in any of the Unsold Residential Units. In accordance with existing legal requirements applicable to the Building, any rental of a Residential Unit, including Unsold Residential Units, of less than thirty (30) days shall be prohibited.

Each such Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Units may only be leased in accordance

with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

There is no limit on the number of Residential Unit Owners who may purchase a Residential Unit for investment, rather than for personal occupancy, purposes. As such, there may always be a substantial percentage of Residential Unit Owners who are non-residents of the Condominium.

Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage purposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its licensee (each a "Storage Locker Licensee" or "Licensee" and collectively the "Storage Locker Licensees" or "Licensees") thereof. To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity. If at any time a Licensee sells or leases its Residential Unit and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee.

Holders of Storage Locker Licenses will be required to pay an initial monthly license fee to the Condominium in an amount equal to [$1.00 per month per square foot] (as shown on Schedule A) of such Storage Locker, which amount shall, following the fifth anniversary of the First Closing, be subject to annual increases based upon the CPI Increase Factor, or otherwise in the discretion of the Condominium Board as required to defray the costs of operating and maintaining the Storage Room and the Storage Lockers. Sponsor shall not be responsible for paying the aforementioned monthly license fee for unlicensed Storage Lockers. The Condominium Board shall have, without limitation, the same rights and remedies with respect to

the collection of such license fees as it does with respect to Common Charges. Sponsor makes no representation whatsoever regarding the future license fees to Storage Locker Licensees or to the availability of such Storage Locker Licenses. In addition, even to the extent available, no representation is made with respect to the expected date of completion or availability of such Storage Lockers and as a result, Storage Lockers may not be available at and for a period of time following the closing of title to any Unit.

A Purchaser who has executed a rider to his or her Agreement to purchase a Storage Locker License will be required to consummate its purchase of its Unit and the Storage Locker License even though a TCO for the Storage Room may not have been issued, and/or access to the applicable Storage Locker may not be available on the date set for closing. Notwithstanding the foregoing, applicable license fees for the Storage Locker Licenses will not be collected from a holder of a Storage Locker License until a TCO for the Storage Room has been issued and use of the applicable Storage Locker is made available to such Purchaser.

3. Assignment of Storage Lockers

To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity. If at any time a Licensee sells or leases its Residential Unit and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee

Upon the issuance of a License to a Unit Owner, such Unit Owner may assign such License provided (i) the assignee is a Residential Unit Owner or occupant of a Residential Unit and assumes the obligations under the License Agreement pursuant to the assignment and assumption agreement in the form annexed to the License Agreement; (ii) notification of the assignment is delivered in writing to the Condominium Board in compliance with the requirements of the License Agreement (which assignment shall require and be effective only upon the consent of the Condominium Board, which consent shall be granted provided the terms of the License Agreement regarding such assignment have been otherwise complied with); and (iii) no outstanding monies are owed to the Condominium Board by the holder of such license and/or the assignee. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment of a License.

4. General Provisions with Respect to Use

No portion of a Residential Unit, other than the entire Residential Unit, may be leased. No nuisance or offensive or unlawful use shall be allowed in the Condominium or any portion thereof. All laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such portion of the Property.

The Rules and Regulations concerning the use of the Residential Units may be amended from time to time by the Condominium Board, provided that copies thereof are furnished to each Residential Unit Owner prior to the time that they become effective. Further provisions with respect to the use of the Units are set forth in the By-Laws and the Rules and Regulations. However, no amendment of the Rules and Regulations will apply to Sponsor, the Retail Unit or the Unsold Units, unless agreed to by all the owners of same who are affected by such amendment.

Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Residential Unit Owner shall install, at such Unit Owner's expense, the legally required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Legal Requirements and in any event, without full knowledge of the Managing Agent.

Effective November 5, 2004, owners of Class A multiple dwellings in New York City, which include condominiums, must install and maintain carbon monoxide detectors. Accordingly, all Unit Owners are required to maintain the carbon monoxide detector located within his or her Unit so that same is, at all times, in working order.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board or Managing Agent in their sole discretion, at any time, with or without cause. A Residential Unit Owner may keep as pets in his or her Unit not more than two domestic dogs, domestic cats, caged birds and fish, unless the Board or the Managing Agent in each instance has expressly consented in writing to a greater number of pets. No pets shall be permitted to remain in the Building which constitute a health hazard, result in unsanitary conditions or constitutes a nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a health hazard or nuisance or resulting in unsanitary conditions shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event shall a pet other than those enumerated above be permitted in any Unit without the prior written consent of the Board (which may be granted or denied in the sole discretion of the Board), nor shall any pet be permitted in any public elevator in the Building, other than the elevators designated by the Board or the Managing Agent of the Building for that purpose, or in any of the public portions of the Building, unless carried or on a leash. The Board has the right in its sole and absolute discretion to implement rules for any or all pets, including, but not limited to, a requirement for any or all pets to ride in the service elevator. Any Unit Owner in the public portions of the Building with an animal that is unleashed and not carried shall be fined in accordance with the Rules and Regulations. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit

Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board, which agreement may set forth such other rules regarding pets as the Board shall deem suitable and require the Unit Owner to indemnify, defend and hold harmless the Building, the Board, all Unit Owners and the Managing Agent of the Building from all claims and expenses resulting from the acts or presence of such pet.

5. Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his or her Unit, in accordance with the provisions of Article 7 of the By-Laws, which requires each Residential Unit Owner notify the Condominium Board in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that the Residential Unit Owner first satisfy all unpaid liens against the Residential Unit, other than Permitted Mortgages. The Nonresidential Unit Owners shall have the right to mortgage or otherwise encumber its Nonresidential Unit without any restriction or limitation.

6. Common Charges: Determination and Assessment

At least once per year, the Condominium Board will prepare or cause to be prepared a budget setting forth its projections of the Common Expenses for the next fiscal year and will allocate and assess the Common Expenses between the Residential Units and the Retail Unit. The Common Charges payable by each Residential Unit Owner will be in proportion to the Unit's Residential Common Interest. The Nonresidential Unit Owners will be assessed Common Charges to meet the share of only those Common Expenses allocated to the applicable Nonresidential Unit, as discussed in the footnotes to Schedule B and so provided in Article 6 of the By-Laws. As more fully set forth in the "Notes to Schedule B", the Nonresidential Unit Owners will therefore pay only allocated percentages of such components of the Common Expenses, which percentages may be less (or more) than their Common Interest. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by the Retail Unit Owner, and (other than those which relate to utility consumption, which shall be fairly adjusted based upon such consumption) shall remain fixed from and after the First Year of Condominium Operation.

The respective Common Interests of the Units, as estimated by Sponsor, have been allocated to each Unit based upon floor space subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law.

The Condominium Board will furnish copies of the budgets to all Unit Owners and advise each Unit Owner of the amount of Common Charges payable. Unless otherwise determined by the Condominium Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month.

7. Collection and Lien for Non-Payment of Common Charges

Unit Owners may not exempt themselves from liability for Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Unit Owner, however, will be liable for the payment for any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In

addition, as more specifically set forth in Section 6.2 of the By-Laws, a Unit Owner, by conveying his or her Unit (without consideration) to the Condominium Board and provided that such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided no amounts are owing under any such lien) and that no violation of the Declaration, the By-Laws or the Rules and Regulations then exists with respect to such Unit, may be exempt from Common Charges thereafter accruing.

On a resale of any Unit, the purchaser will be liable for the payment of any unpaid Common Charges against such Unit; except that, to the extent then permitted by law, a Permitted Mortgagee acquiring a Residential Unit at a foreclosure sale will not be liable for a lien for the payment of Common Charges assessed against such Residential Unit for the period following the recording of the Permitted Mortgagee and prior to such Residential Unit's acquisition by the Permitted Mortgagee. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the original Unit Owner can be sued for the unpaid balance. The Condominium Board will also have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the provisions of the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Residential Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $.04 for each dollar of Common Charges which remains unpaid for more than 10 days after the date when due, and interest at the rate of 1.25% per month on such unpaid amounts (plus any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Condominium Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within 30 days after the date when due.

8. Borrowing by Condominium Board

The Condominium Board may, at any time, borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations or replacements of, the General Common Elements or Residential Limited Common Elements, respectively;

provided, however, that: (A) except as otherwise provided in the By-Laws, the consent of at least 51% in common interest of all Unit Owners or all Residential Unit Owners, as the case may be, shall be required for any borrowings for such purposes with respect to the General Common Elements or Residential Limited Common Elements, respectively, if such borrowings are in excess of $250,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (C) no Unit Owner other than the Residential Unit Owners shall be liable for the repayment of any such borrowing with respect to the Residential Limited Common Elements exclusively, and the loan documentation in such case shall so provide. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

If any sum borrowed by the Condominium Board is not repaid by the Condominium Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of either all Unit Owners or all Residential Unit Owners (depending on whether the borrowing was made on behalf of all Unit Owners or only the Residential Unit Owners, respectively), in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit**,** and all loan documentation entered into by or on behalf of the Condominium Board shall specifically so provide. The dollar amounts set forth above and all other dollar amounts referenced elsewhere in the By-Laws, shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor (as described in the By-Laws).

9. Repairs to and Maintenance of Units and Common Elements

Except as may otherwise be provided in the By-Laws, generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, or ordinary or extraordinary (a) in or to any Unit (other than, in general, to the Common Elements included therein) will be made by the Owner of such Unit at his or her expense, (b) in or to the General Common Elements will be made by the Condominium Board and the expense thereof will be charged to the Unit Owners as a Common Expense or (c) in or to the Residential Common Elements will be made by the Condominium Board and the expense thereof will be charged to all Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners. Without limiting the foregoing, Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating and air conditioning units in their respective Units. Notwithstanding the foregoing, each Residential Unit Owner shall be responsible for all ordinary maintenance and cleaning of each Terrace appurtenant to its Residential Unit; however, the costs and expenses of any repairs or replacements, structural or otherwise with respect to each such Terrace (unless caused by or attributable to the applicable Unit Owner), shall be charged to all Residential Unit Owners as a Common Expense.

Each Unit Owner shall promptly comply with all Legal Requirements applicable to his or her Unit. No Unit Owner shall use or permit the use of Hazardous Materials (as defined in the By-Laws) on, about, under, or in his or her Unit or the Property. Each Unit Owner agrees to indemnify and hold harmless the Condominium Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in his or her Unit or the Property.

The Building does not include a window washing system; therefore, all windows within the Units will be cleaned by Unit Owners, at each Unit Owner's sole cost and expense. The Board may elect to engage a service to perform window washing services for all or portions of the Building, to the extent the Board deems it necessary, appropriate or desirable in connection with the washing of exterior windows of Residential Units and Residential Common Elements, and in such event, this cost would constitute a Common Charge expense payable by the benefited Residential Unit Owners located appurtenant to such windows in accordance with their respective Residential Common Interests. The frequency of exterior cleanings shall be at the Board's discretion but shall be occur not less than once annually. As the Building does not include a window washing system, washing of the Residential Windows will require access from, to and through Residential Units having Terraces, and will involve the temporary obstruction of use of the Terraces. In connection any scheduled window cleaning service, the Unit Owner having such appurtenant Terrace shall be obligated to temporarily clear the Terrace of all furnishings and objects. The interior glass surfaces of all windows in the Units shall also be the responsibility of the respective Unit Owners. All window interiors shall be cleaned a minimum of two (2) times per calendar year. The Board may from time to time enforce the responsibility of Unit Owners to wash and clean the surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise. Unit Owners are also prohibited from making any repair or alteration which would void any warranty covering the building's windows. All windows in the Building have a 4 inch limit stop that Unit Owner cannot remove or dismantle, other than where permitted by law.

Additionally, the Condominium Board will be responsible for taking such actions as may be necessary in order to keep or cause to be kept in a first class condition, exterior elements of the Building's façade, including, but not limited to, cleaning the façade at reasonable intervals, the cost of which shall be charged to all Unit Owners as a Common Expense.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, or any replacement of glass windows in any Unit because of breakage or otherwise, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof which is not covered by the insurance maintained by the Condominium Board shall be paid by such Unit Owner.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in first-class condition in accordance with the high quality, character and dignity of the Building), in each case, by the Unit Owner or the Condominium Board, whichever is responsible, under the By-Laws, for the maintenance thereof. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Condominium Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default. (See subsection entitled "Rights of Access" below.)

The New York City Façade Inspection and Safety Program (FISP) formerly known as Local Law LL11-98 applies to the Building. Under FISP, periodic inspections are required in order to maintain a building's exterior walls and appurtenances thereto in a safe condition. A filing is required for all buildings with exterior walls or parts thereof that are greater than six stories in height.

The Condominium will be required to file a report once every five-year report filing cycle as established by the DOB. A report shall be filed within sixty days of the date on which the visual critical examination is completed (final inspection date) and not more than one year after the completion date of the required physical close-up inspection. A building is classified as "safe" when the condition of the building wall, any appurtenances thereto or any part thereof does not require 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. FISP requires that a report shall be filed five years from the date the first temporary certificate of occupancy is issued within the applicable filing window. Compliance with FISP, including, but not limited to, hiring an architect or engineer to perform an inspection and filing a report with DOB, and any costs associated therewith shall entirely be the responsibility of the Condominium Board, and not of Sponsor. Purchasers are advised that costs associated with FISP inspections could be substantial and may include installation of construction bridges and other scaffolding as required by DOB for extended periods of time. See Document #4 "Description of Property and Improvements" in Part II of the Plan.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

10. Alterations and Improvements of Units

No Residential Unit Owner may make any alteration, addition, improvement or repair in or to such Unit Owner's Unit that affects the structure of the Building and/or the Building's systems without the prior written approval of the Condominium Board but, as more fully set forth in the Declaration and By-Laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the Declaration and By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board. The Condominium Board may impose fees upon such Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's work.

The Nonresidential Unit Owners may make alterations, additions, improvements and repairs in or to its respective Nonresidential Unit (including any decorations that are compatible with the first class character and location of the Building) without obtaining the approval of the

Condominium Board, except that Alterations which would affect the structural, mechanical, electrical or plumbing elements of the Building, or which would increase insurance premiums or maintenance costs for any other Unit or the Common Elements, shall be subject to the approval of the Condominium Board, which approval shall not be unreasonably withheld. In the event that a dispute arises between the Nonresidential Unit Owner and the Condominium Board regarding any Alteration subject to the Condominium Board's approval, such dispute shall be submitted to arbitration in accordance with the By-Laws.

The Condominium Board, at its option, may require a Residential Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made. Any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-Laws to (i) obtain such insurance as the Condominium Board or the Managing Agent may require, (ii) indemnify the Condominium Board, all other Unit Owners and the Managing Agent against any liability arising from the work, (iii) reimburse the Condominium Board for its architectural, engineering and legal fees incurred in connection with reviewing and monitoring such work, (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are reasonably acceptable to the Condominium Board and Managing Agent; and (v) perform such work in a manner which will not interfere with, or cause any labor disturbances or stoppages (which may result from, among other things, the use of non-union labor) in, the work of Sponsor, the Condominium Board, a Nonresidential Unit Owner, or other contractors or subcontractors employed by such parties or otherwise in the Building. In addition, no work or change by or on behalf of a Residential Unit Owner will be permitted without the consent of the Condominium Board (which consent may be withheld or conditioned in the sole discretion of such Board) if such work or change would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued.

The foregoing restrictions affecting Residential Units shall not apply to Sponsor or its designee in respect of the Unsold Units or to the Nonresidential Units. There are no restrictions on the ability of Sponsor or its designee to alter or improve any Unsold Unit (including, without limitation, dividing, subdividing and combining one or more Unsold Units or portions of same). Additionally, to the extent permitted by law, and subject to certain restrictions set forth in the Declaration and By-Laws, the Nonresidential Unit Owner will have the right with regard to its Unit, without the consent of the Condominium Board, the Managing Agent, other Unit Owners, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements made by a Nonresidential Unit Owner other than Sponsor or its designee which would have a material and adverse effect the structural, mechanical, electrical or plumbing elements of the Building or would increase the insurance premiums or maintenance costs for any other Unit or the Common Elements, shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board) and to combine or subdivide its Nonresidential Unit into one or more newly constituted Nonresidential Units.

Furthermore, an initial purchaser of an Unsold Unit shall have the right, without the approval of the Condominium Board, to make any alterations, additions, improvements or repairs in or to such Unit, provided that such purchaser obtains all necessary approvals required by law,

obtains insurance, as required and that Sponsor has consented to the same in writing at or prior to the closing of title to such Unit, which consent Sponsor may withhold or condition in its sole and absolute discretion.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

11. Alterations and Improvements of Common Elements

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Condominium Board. Except as otherwise provided in the By-Laws, the costs of alterations, additions or improvements to the General Common Elements will be charged to all Unit Owners as a Common Expense; and costs attributable to the Residential Common Elements will be charged to all Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners. Whenever, in the judgment of the Condominium Board, the Common Elements require additions, alterations, improvements, or repairs which are capital in nature and would cost more than $500,000 (subject to increase by the CPI Increase Factor), in the aggregate, in any calendar year, such additions, alterations, improvements or repairs may not be made unless the same have been approved by the Unit Owners owning a majority of the Common Interests of all Units liable for the cost thereof pursuant to the preceding sentence, including Sponsor, if it then owns any Unit, at a duly constituted meeting of Unit Owners and by the representatives of institutional mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgagee Representatives"), or unless the same is a non-capital repair or necessary to comply with applicable Legal Requirements, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Condominium Board may, in its discretion, assess each Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges.

Any additions, alterations, or improvements costing $500,000 (subject to increase by the CPI Increase Factor) or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Condominium Board without the approval of the Unit Owners.

Notwithstanding the foregoing, and subject to the Condominium Documents, including, but not limited to, any easements set forth in Article 15 of the Declaration, the Private Entry Foyer, as shown on the Floor Plans, which is immediately outside each of Units PHA and PHB, shall be for the exclusive use of the Unit Owner of such Units, and may be decorated and/or furnished by such Unit Owner, at their sole cost and expense. Such Unit Owner, and not the Condominium Board, will be responsible for keeping the decor and furnishings in each Private Entry Foyer in a first-class condition and state of repair and performing, at such Unit Owner's sole cost and expense, and for all repairs and maintenance necessary or desirable in order to accomplish the same. Any decoration or alteration shall be subject to the Alteration Agreement and all provisions therein and to the approval of the Condominium Board. It is recommended that such Unit Owner continue to utilize the existing entry door to its Unit and not remove the existing entry door. Notwithstanding the foregoing, no decoration or alteration shall be made in or to the Private Entry

Foyer, and no items of personal property shall be placed whether temporarily or permanently therein, to the extent the same shall: (i) constitute a violation of any applicable law or insurance requirement; (ii) cause the building or any part thereof to fail to comply with any applicable law or insurance requirement, including, but not limited to, obstruction of the fire stairs and required clearance of and access thereto; or (iii) affect any building systems, equipment or structures including, without limitation, HVAC, electrical, plumbing, or life safety.

In addition, as set forth in the By-Laws and to the extent permitted by law, the Unit Owner or Unit Owners of any one or more Residential Units, if such Unit or Units are the only Unit or Units serviced or benefited by any Common Elements adjacent or appurtenant thereto and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, with the consent of the Condominium Board (which consent may be withheld in the Board's sole discretion, but shall not be required if the Unit Owner or Unit Owners shall be Sponsor or its designee), have the right to use such Common Elements exclusively (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such an event, however, such Unit Owners shall, at their sole expense, (i) operate, maintain and repair such Common Element for so long as such Unit Owners exercise such exclusive right of use and (ii) restore such Common Element to its original condition, reasonable wear and tear excepted, after such Unit Owners cease to exercise such exclusive right of use.

In addition, Sponsor (or its designee or other owner of Unsold Units) and the Retail Unit Owner shall have such rights as are described in the Declaration, to erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Unit or the Retail Unit, or the operation of any business of Sponsor, a tenant, occupant managing agent or operator of the Retail Unit including, but not limited to, signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building.

12. Rights of Access

As more fully set forth in the Declaration and By-Laws, the Condominium Board and any managing agent, manager and other persons authorized by the Condominium Board will have a right of access to any Unit for the purposes, among others, of: (a) making inspections of, or removing violations of governmental laws or regulations against, any part of the Property; (b) curing defaults under the By-Laws, Declaration or Rules and Regulations by the owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems, or other portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

In the event that the Condominium Board or any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by the Condominium Board or Unit Owner, or in the event of any breach of the Declaration, By-Laws or Rules and Regulations, Article 6 of the By-Laws provides for certain specified rights to perform such maintenance or repairs or cure such breach.

13. Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration, By-Laws and Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure so to comply will be grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the initial form of Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

14. Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Condominium Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding appliances, improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit or with respect to the following items in, on or affixed to the Unit, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors).

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency. If there is a surplus of insurance proceeds, the surplus shall be paid to Unit Owners in accordance with the following paragraph, except that no payment shall be made to a Unit Owner until there has first been paid out of his or her share, such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than Permitted Mortgages, in the order of priority of such liens.

If only a Nonresidential Unit is destroyed or damaged by fire or other casualty and if the net insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the affected Nonresidential Unit Owner will bear the entire amount of the deficit, or shall receive all of the excess, as the case may be, in proportion to its Common Interest. Similarly, if only the Residential Units are damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the General Common Elements, or any combination of the Nonresidential Units and the Residential Units, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners, or by the Unit Owners of the affected portions of the Building, as appropriate, in proportion to their respective Common Interests.

In the event of a loss for which the proceeds of all policies of physical damage insurance maintained by the Condominium Board exceed [$2,500,000], the proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of Sections 6.4.3 and 12.7 of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

In the event the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Sponsor makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence. Prospective Purchasers are advised to consult with an insurance broker concerning the circumstances under which additional living expenses and other costs may be covered by such policy.

Notwithstanding any of the foregoing, if three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not duly resolve within 60 days from the date of such damage or destruction to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if the Building were owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e., Residential and Commercial) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Condominium Board, one of whom shall be chosen by the Retail Unit Owner, and the third chosen by the other two appraisers); and (ii) then among the Unit Owners within each class of Unit in proportion to the respective Common Interests of such Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

15. Insurance

Under Section 6.4 of the By-Laws, until payment in full of the debt under Sponsor's Loan, the Condominium Board must comply with the obligations of Sponsors Loan with respect to the coverages required to be obtained and maintained with respect to the Building and to all other terms of such construction mortgage relating to casualty and condemnation. However, all such policies will include coverage of at least the types and in at least the limits as are set forth in the Notes to Schedule B, the Projected Budget for the First Year of Condominium Operation.

Furthermore, under Section 6.4 of the By-Laws, subject to the provisions of the preceding paragraph, the Condominium Board is required to obtain and maintain, to the extent obtainable at commercially reasonable premiums and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) property insurance with special causes of loss coverage (excluding terrorism and mold coverage), insuring the entire Building (but excluding any personal property, furniture or furnishings in any Unit or with respect to the following items in, on or affixed to the Unit, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, (collectively, "Unit Owner Insured Property"), which list is not intended to be all-inclusive: the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors), together with all service machinery contained therein, and covering the interests of the Condominium, the Condominium Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; (b) rent insurance in an amount equal to Common Charges for one year; (c) workers' compensation and New York State disability benefits insurance; (d) boiler and machinery insurance, if not part of the special causes of loss coverage; (e) water damage insurance to the extent, if any, determined by the Condominium Board; (f) elevator liability and collision insurance, if not part of the special causes of loss coverage; (g) fidelity insurance covering all Condominium Board members, officers, directors and employees of the Condominium and of the Managing Agent who handle funds of any of the foregoing; (h) directors' and officers' liability coverage; and (i) such other insurance as the Condominium Board may from

time to time determine. The Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

Any of the coverages required to be maintained by the Condominium Board may be satisfied by any so-called builder's risk policy obtained by Sponsor in connection with the construction of the Building, provided the limits and terms of coverage set forth in Schedule B are provided under such policy. To the extent any such policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Condominium Board for the Condominium in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

The amount of fire insurance and special causes of loss coverage to be maintained with respect to the Condominium (including each Unit, but excluding such items noted in subsections 6.4.1 and 6.4.9 of the By-Laws to be excluded) until the first Condominium Board meeting following the First Annual Meeting of Unit Owners shall be 100% of the full replacement cost of the Property (or such lesser amount as may be provided for in the Notes to Schedule B, the Projected Budget for the First Year of Condominium Operation).

All such policies of physical damage insurance which the Condominium Board is required to maintain shall provide that each Unit Owner is an additional insured party and contain, to the extent obtainable at commercially reasonable premiums, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board in writing. Certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, commercial general liability insurance against any and all claims for personal injury, death or property damage occurring upon, in or about the Property, in such amounts as from time to time are carried by prudent owners of comparable properties in the City of New York, and in such limits as the Condominium Board, from time to time, may determine, covering (i) the Condominium Board, the Managing Agent, each Condominium Board member, each officer and employee of the Condominium, and (ii) each Unit Owner and their agents and Permitted Mortgagees, if any, except that such policy will not cover liability of a Unit Owner arising from occurrences within or about its own Unit or within or about the Common Elements, if any, exclusive to its Unit. The Condominium Board shall review such limits once each year. Until the first meeting of the Condominium Board following the first annual meeting of Unit Owners, such liability insurance with respect to any occurrence, as well as umbrella coverage, shall be in at least the respective amounts provided for in the First Year's Budget and at no time and in no event shall such commercial general liability insurance afford protection to the limit of less than such amounts (to the extent then reasonably obtainable by the Condominium Board). The Condominium Board

shall also be required to obtain and maintain crime insurance covering the Condominium Board, the Managing Agent, each Condominium Board member and each officer and employee of the Condominium in respect of the maintenance and/or operation of the Building or any part thereof. The insurance required in accordance with this paragraph shall also cover cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners in such proportions as are equitable (as determined by the insurance carriers thereof or their agents, brokers or such other parties designated by the Condominium Board).

Consequently, all Residential Unit Owners are required, at the Unit Owner's own cost and expense, to obtain and maintain in full force and effect (i) a liability policy insuring against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, (ii) umbrella liability coverage of at least $3,000,000, and (iii) "special causes of loss" property insurance in respect of property damage occurring in, upon, to, or from the Unit or any part thereof (including, but not limited to, fixtures, furniture, furnishings, vehicle(s) and other personal property located at the Property, and appropriate coverage for additions, alterations, improvements and betterments). The limits of liability set forth in (i) and (ii) above may be increased by the Condominium Board from time to time provided that for so long as Sponsor owns at least one (1) Unsold Unit, any change or elimination of the requirements set forth above may only be made upon Sponsor's prior written consent. Further requirements with respect to insurance required to be maintained by Unit Owners are more particularly set forth in the By-Laws. Evidence of such insurance must be provided by the Purchaser at the Closing of title of each Unit and thereafter, whenever requested by the Condominium Board or Managing Agent. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget. In addition, until payment of the debt under the mortgage securing Sponsor's Loan (is made in full or until such mortgage is assigned by Sponsor's Lender to Sponsor's designee, whichever occurs first, the Board must comply with the obligations of Sponsor's Loan.

All insurance policies required or permitted to be maintained by Unit Owners hereunder shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and further provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Further, as a result of current fluctuations in the

insurance market, the Condominium Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

Purchasers who are presently in occupancy of a Unit or who otherwise take possession of a Unit prior to Closing should undertake to obtain appropriate levels of insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

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

16. Liability of Condominium Board and Unit Owners

Every contract made by the Condominium Board, any officer of the Condominium, or the Managing Agent shall state that (a) it is being executed by such party only as agent for all Unit Owners, and such Board members, officer or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) to the extent permitted by applicable Legal Requirements, or as otherwise determined by the Condominium Board in its sole and absolute discretion, such Unit Owner’s interest in his or her Unit and its appurtenant Common Interest.

To the extent permitted by applicable Legal Requirements, Board members shall have no liability to Unit Owners, except that a Board member shall be liable for his or her own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify, defend and hold harmless each Board member against any liability or claim except those arising out of the bad faith or willful misconduct of such member.

17. Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor or its designee, the Nonresidential Units, and Unsold Residential Units, and provided that required consents of the Residential Mortgagee Representatives and Commercial Mortgagee Representatives, if any, are obtained, any provision of the Declaration, the By-Laws or the Rules and Regulations affecting: (a) only the Residential Units or the Unit Owners thereof, or the Residential Limited Common Elements, may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners; (b) only a given Nonresidential Unit or the Nonresidential Unit Owner may be amended, modified, added to or deleted by the applicable Nonresidential Unit Owner; and (c) the General Common Elements or all Unit Owners, may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners; provided, however, that the use of Units or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby.

Notwithstanding the foregoing and subject to the provisions contained in the By-Laws or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, the Nonresidential Units, Unsold Residential Units or Permitted Mortgagees: (i) no amendment, modification, addition or deletion pursuant to the provisions of clause (a) or (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Residential Mortgagee Representative(s), if any; and (ii) no amendment, modification, addition or deletion pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Commercial Mortgagee Representative, if any.

Notwithstanding any provision contained herein or the Declaration or By-Laws to the contrary, no amendment, modification, addition to or deletion of the Declaration, the By-Laws or the Rules and Regulations shall be effective in any way against: (a) Sponsor or its designee, for so long as Sponsor or its designee is the owner of one or more Units, or any Unsold Unit, unless Sponsor or its designee, as applicable, has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, the By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification), if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification. The foregoing shall not apply to notices given to Sponsor or any other holder of

Unsold Units requesting the Sponsor's or such holder's consent to a proposed amendment or modification.

18. Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless the Condominium shall be terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time, if any, as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least 80% in both number and aggregate Common Interests of all Unit Owners as set forth in the Declaration and the By-Laws.

Sponsor will not vote its interests appurtenant to Unsold Units in favor of such withdrawal unless at least 80% in number and aggregate Common Interests of all other Unit Owners elect to withdraw, at which time Sponsor may choose to vote its Common Interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

In the event of withdrawal of the Property from condominium ownership, and only to the extent the waiver of the right of partition shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Residential and Nonresidential) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Board, one of whom shall be selected by the Retail Unit Owner, and the third chosen by the other two appraisers selected); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

19. Units Acquired by the Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners. The rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against the applicable Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board or its designee, on behalf of the applicable Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board by or on behalf of the applicable Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each applicable Unit in proportion to its respective Common Interest, as a Common Charge, and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit and thereafter refinance the same; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of

the Property other than the Unit to be purchased or refinanced, as the case may be, together with its appurtenant interest in the Common Elements.

20. Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Residential Unit Owners, and on behalf of the Nonresidential Unit Owners to the extent requested and authorized to do so in writing by the applicable Nonresidential Unit Owner, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units owned by such Unit Owners. All such Unit Owners will share, and indemnify the Condominium Board as to, the costs in connection with such proceedings and the benefits derived therefrom.

In the event any Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

The Nonresidential Unit Owner, as applicable, shall pursue any such proceedings separately and not as part of the proceedings described in this paragraph in respect of the Residential Units.

21. Mechanics' Liens

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

22. Easements

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements, including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in Articles 14 and 15 of the Declaration, include an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and, generally, an easement of support and of necessity in favor of all Units and the Common Elements. These easements shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Nonresidential Units or with the use of any of the Residential Units or Storage Lockers for their permitted purposes.

Among other things, Sponsor shall also have an easement to erect, maintain, repair and replace lights and lighting fixtures and to erect maintain and replace satellite communication equipment and similar equipment, as permitted by law, on the roofs and facade of the Building and elsewhere on the Common Elements which shall entitle Sponsor to utilize such easement for its own account or the account of any licensee of Sponsor for the purpose of servicing the Condominium or any other building or area. In addition, Sponsor and the owner of any Unsold Units shall have an easement to erect, maintain, repair and replace any signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like permitted by law on the Property (including, without limitation, on its roof and exterior walls) for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

23. Signage

There will be signs, notices, advertisements and illuminations (collectively "Signage") on various exterior portions of the Building, on or at windows and in interior public spaces of the Building, which may be affixed by Sponsor, the Condominium Board and/or the Retail Unit Owner, all as and to the extent provided in the Declaration and/or By-Laws. Sponsor makes no representation and shall have no liability whatsoever with respect thereto.

24. Sponsor's Right to Lease Unsold Units

Sponsor will endeavor in good faith to sell rather than lease the Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, after consummation of the Plan, to rent or lease Units to Purchasers and others prior to the date of closing title to such Unit. Prior to Plan consummation, no Residential Unit will be leased except pursuant to an interim lease agreement with the Purchaser under contract to purchase such Residential Unit, and then only in Sponsor's sole discretion. There are no limitations of any kind on Sponsor's right to rent rather than sell Units after Plan consummation. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once an Agreement is signed for a Unit and for so long as such Agreement is in effect, such Unit may be leased only to the Purchaser listed in the Agreement. In addition, because Sponsor has the unconditional right to rent or lease the Units after Plan consummation, there is no commitment to sell more units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the condominium.

25. Sponsor's Loan

Sponsor has obtained financing ("Sponsor's Loan") for this project from Fortress Credit Corp. (together with any co-lenders, successors or assigns of Sponsor's Loan, "Sponsor's Lender"), in the aggregate amount of $19,181,178.90. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the loan to the Declaration following the satisfaction of customary conditions including the sale of the minimum number of units to declare the plan effective. Sponsor's Loan does not contain a restriction on Sponsor's ability to rent Unsold Residential Units. Purchasers are advised that should Sponsor's Lender assume Sponsor's

obligations hereunder pursuant to Sponsor's Loan, such event shall not be deemed material and adverse and will not give rise to a right of rescission. Sponsor reserves the right to obtain additional financing, the terms of which could include additional or different requirements on Sponsor. Sponsor shall make all required disclosures with respect to additional financing, if any.

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R. REAL ESTATE TAXES

Based upon the real estate tax projection opinion prepared by Sonnenschein, Sherman and Deutsch, LLP dated June 13, 2022 and reproduced in the Section entitled "Opinions of Counsel" in Part I of the Plan (the "Real Estate Tax Opinion"). The Real Estate Tax Opinion takes into account the following assumptions and projections: (a) construction is about to commence and the Building will be completed and ready for occupancy ap-proximately in November 2023, with a First Year of Condominium Operation projected to commence December 1, 2023; (b) the status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning the following July 1; (c) Pursuant to Real property Tax Law ("RPTL" section 11-209(a), "A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2022) and not ready for occupancy on the fifth day of January (January 5, 2023) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2023)"; (d) certificate of occupancy is reasonably anticipated to not be obtained until approximately November 2023, well after the April 15, 2023 requirement, and accordingly, the Department of Finance will likely remove any building assessment placed on the property for the 2023/2024 tax year for construction performed before January 5, 2023; (e) the 2023/2024 Actual assessment for the property will be $1,318,500 and the 2024/2025 Actual assessment for the property will be $13,355,245; (f) an assumed tax rate of 12.235% (for residential tax class rate 2) for 2023/2024 and 2024/2025, and assumed tax rate of 10.972% and 11.082% (for commercial tax class rate 4) for 2023/2023 and 2024/2025, which results in estimated aggregate real estate taxes for the Units for the First Year of Condominium Operation of $767,367 and for the first post-construction real estate tax year (2024/2025) of $1,615,700. The projected real estate taxes for the first year of operation contained on Schedule A are based on an assessment of the building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete.

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

Purchasers should refer to the "Real Estate Tax Opinion" in Part I of this Plan for more information.

After the City of New York assesses each Unit as a separate tax lot and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Unit, and no Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

No warranty, guaranty or assurance is given that: (i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Condominium Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real

estate tax rate that will be in effect during such First Year of Condominium Operation and the rate of construction progress, which will determine the real estate tax rates for the applicable tax years, will approximate the actual amount;; (ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the proportionate Common Interests of the Units, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or (iii) any of the projections or estimates made above and in Schedule A are accurate. Per the Real Estate Tax Opinion, the estimates of real estate taxes include in the Schedule A are based upon the taxing authority assessing a fully constructed, occupied building and are not intended to reflect real estate taxes for a building still under construction.

Until the Units are separately assessed, each Unit Owner will pay to the Board a share of the Property's real estate taxes for the period in question calculated on the basis of such Unit's Common Interest. The Board will pay (or cause to be paid) such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Condominium or on any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

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

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

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or to the Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's

actual taxes for such period. If the real estate taxes have not been separately assessed to each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit in question a prorated portion of the actual taxes for the Building for such period as described generally above and determined as provided in the By-Laws. Further, where the real estate taxes have not been separately assessed against each Unit, and to the extent Sponsor has not pre-paid same prior to the First Closing, Sponsor may escrow an amount with the appropriate Board equal to real estate taxes attributable to Unsold 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 Unit.

The Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Units on behalf of and as agent for the respective Unit Owners thereof; but only with respect to such Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Board to do so, and indemnified the Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Unit Owners making such request to the Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Unit Owners. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. No tax certiorari proceedings are active as of the date of filing of this Plan.

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S. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Herrick, Feinstein, LLP ("Sponsor's Counsel"), a copy of which opinion is included herein in the Section of the Plan entitled "Opinions of Counsel." Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses certain Federal, New York State and New York City income tax consequences that would result from the ownership of a Unit by an individual who is a resident of New York City for tax purposes, as further described herein. The opinion letter does not address, among other things, the tax consequences that might result from the ownership of a Unit by a taxpayer who is not an individual and a resident of New York City for tax purposes, including corporations and other entities, and foreign individuals or foreign entities. It also does not address the tax consequences that might result from the ownership of a Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income. Further, the opinion does not address the tax consequences that might result from the ownership by any person or entity of a Storage Locker License.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 (the "2017 Tax Act") went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions relating to homeownership. The tax information and projections disclosed in this Plan and in the opinion letter of Sponsor's Counsel incorporate and reflect the applicable provisions of the 2017 Tax Act.

HERRICK, FEINSTEIN LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Unit Owner will own legal (fee simple) title to his or her Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Unit Owner may mortgage his or her Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Unit will be a separate tax lot for purposes of New York City real property taxes and assessments. As a result, each Unit Owner will be individually liable for the real property taxes and assessments levied against his or her Unit.

Generally, it is the opinion of Sponsor's Counsel that each Unit Owner who itemizes deductions generally will, under the income tax laws and regulations in effect as of the date of this Plan and subject to certain limitations and qualifications, be entitled to a deduction for:

(a) the state and local real property taxes assessed against his or her Unit and paid by such Unit Owner; subject to the limitation that, for taxable years beginning after 2017 and before 2026, the deduction for such taxes and all other state and local taxes, as specified in Section 164 of the Code, is limited to $10,000 per year ($5,000 for a married taxpayer filing a separate return) in the aggregate; and

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

Qualified residence interest includes interest paid by the Unit Owner on: debt used to acquire, construct or substantially improve any "qualified residence," as defined below, and secured by such residence.

A "qualified residence" generally means: (i) the "principal residence" of the Unit Owner and (ii) one other residence selected by the Unit Owner, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such unit is rented at a fair value. For taxable years beginning after 2017 and before 2026, a Unit Owner who itemizes deductions and who uses such Unit as a qualified residence will be entitled, under current Federal income tax law, to deduct from his or her gross income, interest paid by him or her on acquisition indebtedness incurred with respect to such Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return). For taxable years beginning after 2025 a taxpayer may treat up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of indebtedness as acquisition indebtedness regardless of when the indebtedness was incurred.

Prospective Purchasers should note that, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). The rules and limitations regarding the deductibility of home mortgage interest are complex, and thus, Purchasers are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes). Unit Owners should consult their tax advisers regarding the effect of the alternative minimum tax.

Each Unit Owner who uses such Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid or accrued with respect to such Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest and real property tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

2. Taxation of the Condominium

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of section 528(c) of the Internal Revenue Code of 1986, as amended (the "Code") and, therefore, could elect to be exempt from Federal income tax on amounts received as membership dues, fees, or assessments from owners of condominium housing units ("exempt function income"). The election must be filed annually. In order for a condominium board to qualify to make such an election each year, Code section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all the units within the project be used by individuals for residential purposes and that the condominium board meet certain gross income and expenditure tests determined at the close of each taxable year.

It is currently anticipated that more than eighty-five percent (85%) of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes. If such residential use requirement is in fact satisfied, and provided the other requirements of Code section 528 are satisfied, the Board may make the election to apply Section 528. For any taxable year for which the Board is eligible to and does elect to be treated as a "homeowners association" under Code section 528, the Board will be subject to (i) U.S. Federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less allowable deductions (computed with certain modifications) directly connected with the production of such income and (ii) any applicable New York State and New York City income taxes.

Absent the application of Code section 528, the status of a condominium board for Federal, New York State, and New York City income tax purposes is not clear. If the Board does not qualify under Code section 528 or if the Board does qualify but does not elect to be treated as a "homeowners association" under Code section 528, the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Board derived from Unit Owners ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Board could be viewed as an agent or conduit for Unit Owners, in which case each Unit Owner would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Board should be treated as a separate entity. In that case, it is unclear whether the Board would be taxable as a corporation or treated as a partnership. If the Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions, and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Board is treated as a partnership, the Unit Owners (but not the Board) would be subject to Federal, New York State, and New York City income tax on their proportionate share of taxable income of the Board. The Board, in such an instance, may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Board, the Board's deductions attributable to furnishing services to Unit Owners may be limited to their membership income. Certain amounts expended for the benefit of Unit Owners, and possibly rebates, if any, to Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No representations or warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section of the Plan or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change, possibly with retroactive effect. In addition, no warranties are given by Sponsor, Sponsor's Counsel, the Board, the Selling Agent, the Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any such warranties

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T. OPINIONS OF COUNSEL

INCOME TAX OPINION OF SPONSOR'S COUNSEL

OPINION REGARDING ALLOCATION OF COMMON INTERESTS

REAL ESTATE TAX OPINION

HERRICK

October 4, 2022

64 Owner, LLC
50 West 17th Street, 6th Floor
New York, New York 10010

Re: Condominium Offering Plan for 64 University Place Condominium (the "Plan")

Ladies and Gentlemen:

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 individuals (the "Unit Owners") who purchase condominium units (the "Units") in the 64 University Place Condominium that is located at 64 University Place, New York, New York 10003 (the "Condominium"), for use as their primary residence and (ii) the treatment for such income tax purposes of the assessments payable by the Unit Owners to the Condominium Board (such assessments, the "Common Charges") for the costs attributable to the repair and maintenance of the parts of the Condominium other than the Units (the "Common Elements"), and (iii) whether the method used to determine the undivided percentage interest of each Unit in the Common Elements complies with Section 339-i of the Real Property Law ("Section 339-i"). Except where otherwise indicated herein, the capitalized terms used in this opinion have the same meanings as in the Plan.

For purposes of this opinion, we have reviewed the Plan, the relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law (the "Tax Law"), the New York City Administrative Code (the "Administrative Code"), the regulations promulgated under each of the foregoing, and such other materials as we deemed relevant. In rendering the opinions set forth herein, we have assumed that (i) the Plan has been accepted for filing by the New York State Department of Law and is consummated in accordance with its terms and (ii) the Plan's legal consequences are as described therein.

This opinion is being issued solely to support the marketing of the Units and for no other purpose. This opinion is not intended to be used, and may not be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer under the U.S. federal tax law. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

A. Deductibility of Mortgage Interest and Real Estate Taxes.

Pursuant to the Plan, a Unit Owner will own its Unit and its appurtenant interest in the Common Elements in fee simple and, once each Unit has been separately assessed for real estate taxes as provided in the Plan, each Unit will be taxed as a separate tax lot for real estate tax

purposes. Each Unit Owner may, subject to the credit and underwriting approval of such Unit Owner's lending institution, mortgage its Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

Under Sections[1] 163 and 164, respectively, a Unit Owner will, for federal income tax purposes, be entitled to a deduction for interest paid with respect to such mortgage indebtedness and for real estate taxes paid with respect to a Unit during a taxable year, subject, however, to the conditions and limitations discussed below.[2]

Under Section 163(h)(3), an individual Unit Owner who uses such Unit for personal purposes may deduct "qualified residence interest" incurred with respect to the Unit. "Qualified residence interest" is defined under Section 163(h)(3)(A) as any interest which is paid or accrued during the taxable year on "acquisition indebtedness" with respect to any qualified residence of the taxpayer. "Acquisition indebtedness" is defined under Section 163(h)(3)(B) as any indebtedness which is incurred in acquiring, constructing or substantially improving any "qualified residence" of the taxpayer and is secured by such residence. "Qualified residence" is defined under Section 163(h)(4) as the principal residence of the taxpayer and one other residence of the taxpayer that is selected by the taxpayer for deduction purposes for the taxable year. For tax years beginning before January 1, 2026, the taxpayer can deduct only the interest on acquisition indebtedness up to $750,000 ($375,000 for married persons filing separately). For tax years beginning on or after January 1, 2026, a taxpayer may deduct interest on acquisition indebtedness up to $1,000,000 ($500,000 for married persons filing separately). Additionally, for tax years beginning on or after January 1, 2026, "qualified residence interest" includes any interest paid or accrued on "home equity indebtedness," which is defined under Section 163(h)(3)(C) as any other indebtedness secured by a qualified residence to the extent the aggregate amount of such indebtedness does not exceed the excess, if any, of (i) the fair market value of such qualified residence over (ii) the amount of acquisition indebtedness with respect to such residence. The aggregate amount of home equity indebtedness for any period shall not exceed $100,000 ($50,000 for married persons filing separately).

Under Section 164(a), an individual Unit Owner may deduct state and local real property taxes paid with respect to the Unit. However, for tax years beginning before January 1, 2026, the aggregate amount of state and local income, real property, and personal property taxes that a taxpayer may deduct in a taxable year is capped at $10,000 ($5,000 for married persons filing separately) under Section 164(b)(6). For tax years beginning on or after January 1, 2026, the cap

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1 Unless otherwise indicated, all "Section" references are to the Code.

2 Rev. Rul. 64-31, 1964-1 C.B. 300.

under Section 164(b)(6) expires, and the deduction for state and local real property taxes paid is not limited.

For tax years beginning on or after January 1, 2026, the deductions for real estate taxes and mortgage interest incurred with respect to a Unit that the Unit Owner uses for personal purposes are subject to the overall limitation on itemized deductions imposed by Section 68. Under Section 68, if a taxpayer's adjusted gross income exceeds an amount set forth in Section 68(b) (the "Applicable Amount," discussed below), such person's itemized deductions are reduced by the lesser of (1) 3% of the amount by which such taxpayer's adjusted gross income exceeds the Applicable Amount, or (2) 80% of the amount otherwise allowable as an itemized deduction. For tax year 2017, the most recent year in which itemized deductions were subject to the Section 68 overall limitation prior to suspension of Section 68 by the Tax Cuts and Jobs Act, the Applicable Amount was $313,800 in the case of a joint return or a surviving spouse, $287,650 in the case of a head of household (as defined in Section 2(b)), $261,500 in the case of an individual who was not married and who was not a surviving spouse or head of household, and $156,900 in the case of a married individual filing a separate return. The Applicable Amount may be adjusted annually.

A Unit Owner who intends to use a Unit in a trade or business or to hold a Unit for the production of rental income may be subject to the passive activity loss rules of Section 469. A Unit Owner who intends to hold a Unit for investment may be subject to the investment interest rules of Section 163(d). A Unit Owner who holds its Unit for trade or business purposes, the production of rental income, or investment purposes should consult its personal tax advisers as to the effect of Sections 469 or 163(d) on its deductions.

A taxpayer who owns a Unit may be subject to the alternative minimum tax ("AMT") if the tax computed for such purposes exceeds the regular income tax. Certain deductions are not allowed in computing a taxpayer's income for AMT purposes including, generally, deductions both (1) of mortgage interest on a personal residence that is not "qualified housing interest" and (2) of real estate taxes payable in connection with such residence. Under Section 56(b), "qualified housing interest" can be deducted in computing taxable income for AMT purposes. "Qualified housing interest" is defined under Section 56(e) as qualified residence interest and is paid during the taxable year on indebtedness which is incurred in acquiring, constructing, or substantially improving (a) the principal residence of the taxpayer at the time such interest accrues or (b) a secondary residence which is selected by the taxpayer for deduction purposes for the taxable year.

Under Section 615 of the Tax Law and Section 11-1715 of the Administrative Code, respectively, a Unit Owner generally will, for New York State and New York City income tax purposes, be entitled to a deduction equivalent to that which is allowed for federal income tax purposes for such mortgage interest and real estate taxes paid during the taxable year. However,

under New York State and New York City income tax laws, itemized deductions, including deductions for acquisition indebtedness and real property taxes, are subject to reduction by as much as 100%. Unit Owners should consult their personal tax advisors to determine their eligibility for claiming itemized deductions for New York State and New York City income tax purposes.

B. Federal Income Tax Treatment of Common Charges.

As set forth in the Plan, Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under Section 528, if certain requirements are met, a condominium board may be eligible to elect to be treated as a "homeowners association" that is exempt from federal income tax on Common Charges collected from the Unit Owners.

Section 528 permits a condominium management association to elect the benefits of that Section and be treated as a "homeowners association" only if (a) substantially all of the condominium units are used by individuals as residences and (b) the following conditions (collectively, the "Requirements") are met:

(1) the condominium association is organized and operated to provide for the acquisition, construction, management, maintenance and care of association property;

(2) sixty percent or more of the gross income of the association for the taxable year consists solely of amounts received as membership dues, fees, or assessments from owners of residential condominium units;

(3) ninety percent or more of the expenditures of the association for the taxable year consist of expenditures for the acquisition, construction, management, maintenance and care of association property; and

(4) no part of the net earnings of the association may inure (other than by acquiring, constructing, or providing management, maintenance and care of the association property, and other than through a rebate of excess membership dues, fees or assessments) to the benefit of any private shareholder or individual.

Under Treasury Regulation Section 1.528-8(a), the election must be made for each year that the condominium management association desires to be treated as a homeowners association. The election generally must be made by the time of filing of a properly completed Internal Revenue Service Form 1120-H. Under Treasury Regulation Section 1.528-8(f)(1), the election is binding on the organization for the taxable year and may not be revoked without the consent of the Commissioner.

Treasury Regulation Section 1.528-4(b) provides that substantially all of the units of a condominium management association will be considered as used by individuals for residences if at least 85% of the total square footage of all condominium units is used by individuals for residential purposes (the "85% Test"). According to the Plan, it is anticipated that more than 85% of the total square footage of all condominium units will be used by individuals for residential purposes. Accordingly, if the Units are used as contemplated by the Plan, and the Condominium is developed in accordance with the Plan, and the Requirements are satisfied, the Condominium Board may make the election to apply Section 528. If, however, the Condominium does not satisfy the 85% Test or any of the Requirements listed above, the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528, under which the tax status of the Condominium Board is uncertain.

We are of the opinion, subject to the qualifications contained herein, that if the Units are used as contemplated, the Condominium is developed in accordance with the Plan and the Condominium's income and expenses are substantially as set forth in the projected budget contained in the Plan, the Condominium Board should be entitled to elect the benefits of Section 528 during the anticipated first year of condominium operation. The foregoing opinion assumes that the Condominium satisfies the 85% Test and that the Condominium Board will properly elect to be classified as a homeowner's association pursuant to Section 528.

It should be noted, however, that even if the Condominium Board elects to be classified as a homeowner's association pursuant to Section 528, it will still be required to pay a tax with respect to any taxable income that it may receive. For this purpose, "taxable income" is defined under Section 528(d)(1) as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined under Section 528(d)(3) as any amount received as membership dues, fees or assessments from owners of condominium housing units.

C. Compliance with Real Property Law Section 339-i.

Section 339-i(1) requires that the Common Interest of each Unit be based on any one of the following methods of calculation:

i the approximate proportion that the fair value of the Unit at the date of the Declaration bears to the then aggregate fair value of all the units;

ii the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all of the Units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements;

iii in equal percentages, one for each Unit as of the date of filing the declaration, or in equal percentages within separate classifications of Units as of the date of filing the Declaration; or

iv based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Article 12 of the Declaration states that the percentage interest of each Unit in the Common Elements has been calculated in accordance with Section 339-i(1)(iv) of the Real Property Law and is "based upon floor space, subject to the location of such space and the additional factors of relative value of such space to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit." The Declaration also provides that the sum of the Common Interests of all Units equals one hundred percent (100%).

In connection with this opinion, we have reviewed the opinion of Sonnenschein, Sherman and Deutsch, LLP, included in Part I of the Plan, the information provided by you on Schedule A and the Floor Plans. We have assumed the statements and information contained therein are correct and accurate and that the opinions expressed by Sonnenschein, Sherman and Deutsch, L.P. are correct. We have not reviewed or verified the calculations of floor areas used in determining the sizes of Units or the Limited Common Elements, which calculations have been furnished by you.

Based on the foregoing factors, and the factual opinion of Sonnenschein, Sherman and Deutsch, LLP, it is our opinion that the requirements of Section 339-i of the Real Property Law have been met.

D. Caveats and Limitations

Tax Opinion

We express no opinion with respect to (i) any federal, New York State or New York City tax consequences except as specifically set forth herein, (ii) any aspects of the Plan other than

those consequences and aspects explicitly discussed in this opinion, or (iii) any tax status or consequences of the Plan under the laws of any other state or locality in the United States or of any foreign jurisdiction. Any opinion as to tax matters is based on existing authorities, including the Code, Treasury Regulations issued pursuant to the Code, New York State tax laws, New York City tax laws, relevant court decisions and administrative pronouncements and rulings in effect as of the date hereof, any of which may change at any time and possibly with retroactive effect. The conclusions expressed herein may be affected by events that occur after the date hereof. **Our opinions constitute our judgment of the likely outcome in the event the relevant substantive issues are litigated and in no way constitute a guarantee of the likely outcome of any such litigation. Our opinions are not binding on the Internal Revenue Service or any other tax authority, and any such authority may challenge any position taken based on our opinion, which challenge may be successful.**

Other than as explicitly discussed in this opinion, we express no opinion with respect to any 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 its foreign status.

We express no opinion with respect to any tax consequences that may arise if Units are acquired or leased by the Condominium Board. Purchasers must also be aware that under certain circumstances a Unit Owner, by virtue of its ownership of a Unit, may be deemed to become a resident of New York City and that no opinion is expressed herein as to the circumstances under which this may occur, or with respect to the income, estate or other tax consequences that may arise therefrom. Each person contemplating the purchase of a Unit is strongly advised to consult its own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

Other Opinions

The law covered by this opinion is limited to the federal law of the United States and the laws of the State and City of New York. We express no opinion with respect to the law of any other jurisdiction and no opinion with respect to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. The opinions contained herein are based upon our review of applicable statutory law and judicial precedent existing as of the date hereof. We assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

PART C OF THIS OPINION IS EXPRESSLY LIMITED TO THE MATTERS ADDRESSED HEREIN WITH RESPECT TO SECTION 339-i AND IS NOT INTENDED, NOR SHOULD BE CONSTRUED, AS AN OPINION ON OTHER ASPECTS OF THE PLAN, SUCH AS THE VALID CREATION OF A CONDOMINIUM, WHICH IS TO BE DETERMINED BY A TITLE INSURANCE COMPANY.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Herrick, Feinstein LLP

HERRICK, FEINSTEIN LLP

LAW OFFICES
SONNENSCHEIN, SHERMAN & DEUTSCH, LLP

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COUNSEL
RICHARD E. FELDMAN*
SARA R. THRONE

June 13, 2022

64 University Place LLC
c/o The Argo Corporation
50 West 17th Street
New York, NY 10011

Re: 64 University Place
Block 568 Lot 21
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium.

You have requested our opinion concerning the real property assessment to be levied upon the captioned premises as well as the taxes for the initial tax year after completion of construction. You have advised us that construction is about to commence and is expected to be completed by the end of November 2023. You have advised us that the project will consist of the construction of a new multiple dwelling to be structured as a condominium, which will contain twenty-eight (28) residential units, one (1) retail and one (1) community unit, and your initial budget year will commence on December 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 your purchase price, your estimated construction costs and your estimated operating expenses. You have also supplied us with a square footage analysis of the project as well as architect's plans prepared by the architectural firm of Kohn, Pederson, Fox & Associates P.C.

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 (as if operated as a rental), comparable properties in the Borough of Manhattan, which have been newly constructed or undergone renovation as well as market conditions in the area.

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

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

2. The estimate of the cost of construction.

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

4. Tax Assessments of comparable properties.

Tax assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning the following July 1. The final assessment roll containing the final 2023/24 and 2024/25 assessed values will be published on or about May 25, 2023 and 2024, respectively.

The 2022/23 tentative assessment is:

	Actual	
	Land	Total
2022/23	$1,318,500	$1,318,500

Pursuant to Real property Tax Law ("RPTL" section 11-209(a), "A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2022) and not ready for occupancy on the fifth day of January (January 5, 2023) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2023)".

We have been advised that the pouring of a foundation has not commenced to date. Since such action has been held as the commencement of construction, the construction on the property will commence after January 5, 2022. We have also been advised that a certificate of occupancy is reaonably anticipated to not be obtained until approximately November 2023, well after the April 15, 2023 requirement.

Based on these facts, we believe that any building assessment placed on the property for the 2023/24 tax year for construction performed before January 5, 2023 will be removed and the 2023/24 assessment should be as follows:

	Actual	
	Land	Total
2023/24	$1,318,500	$1,318,500

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales price of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set forth in your offering plan, and any subsequent sales or resales, are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay at the tax class 2 tax rate. The 2021/22 tax class 2 residential tax rate is $12.235 for each $100 of assessed valuation. The retail condominium unit, as well as the community unit, will be designated as a tax class 4 property and will pay real estate taxes at the tax class 4 tax rate. The 2021/22 tax class 4 commercial tax rate is $10.755 for each $100 of assessed valuation.

We project the 2022/23, 2023/24 and 2024/25 real estate tax class 2 rates at 12.235%. We have not increased this rate as tax class 2 rates have been falling. We project the tax class 4 tax rates for 2022/23, 2023/24 and 2024/25 to be 10.863%, 10.972% and 11.082%, respectively based on recent percentage increases.

We point out that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. We suggest that you include a provision in your offering plan to cover this possibility.

Predicated upon the foregoing, it is our opinion that for the initial budget year of December 1, 2023 through November 30, 2024, the total taxes of the property for December 1, 2023 through November 30, 2024, will be $767,367. For the post construction 2024/25 tax year, which covers the period July 1, 2024 through June 30, 2025, we estimate an actual assessed value of $13,355,245. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is likely that there may be a substantial deviation in the assessed value for the 2023/24 and 2024/25 tax years.

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 use of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Surveyor's office and recorded at the City Register. Thus the allocation of the assessed value of all units will likely be based on the common interest as set forth in the condominium declaration.

Therefore, we make the following projections of the real estate taxes:

Total Estimated November 30, 2024 Budget Year Real Estate Taxes - $767,367
Total Estimated Post Construction Real Estate Taxes for 2024/25 - $1,615,700

Our firm has an extensive practice in real estate tax review matters. We currently represent the owners of approximately 950 buildings in the City of New York, and file applications for correction of the tax assessments on these properties. This firm and its predecessor have been engaged in such practice for a period of approximately 60 years. Additionally, I am a member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and 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 this letter with the estimates and caveats contained herein, with the specific understanding that our opinion is not a guarantee that the taxes will be as herein projected and estimated. 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 initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law, court decisions, and/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 Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2023/24 and 2024/25 than set forth herein. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

Sonnenschein, Sherman & Deutsch, LLP

By: Martin J. Friedman

U. WORKING CAPITAL FUND

The Purchaser of each Residential Unit shall be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

At the First Closing, Sponsor will apportion the following items with the Condominium Board as of the date preceding said closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Condominium;

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

(3) charges for steam, gas, electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

(5) water charges and sewer rents on the basis of the fiscal year for which assessed (unless separately assessed to individual Units);

(6) cost of fuel and Building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies; and

(8) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. No such adjustments or apportionments are expected to be substantial. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund 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 and may be augmented by allocations from monthly Common Charges collected by such Board. Other than as provided in the preceding sentence, Sponsor will not separately contribute to the Working Capital Fund. However, while Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce estimated Common Charges, and in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

No representation is made that the Working Capital Fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners.

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

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V. RESERVE FUND

The Schedule B includes a "contingency for reserves" line item in the amount of 10% of the total budget, net of that line item, for use toward capital replacements or repairs and for contingency items. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to increase the contingency for reserves by special assessment or by increases in Common Charges.

Each Unit Owner would be individually liable for the amount of such special assessment against, or increase payable by the Condominium Board to the extent of such Unit Owner's proportionate Common Interest among all Unit Owners.

Neither the Department of Law nor any other governmental agency has passed upon the adequacy of any reserve fund.

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W. MANAGEMENT AGREEMENT AND CONTRACTS

1. Management Agreement

It is presently contemplated that at or prior to the First Closing, the Condominium Board will enter into a Management Agreement with Argo Real Estate LLC, an affiliate of Sponsor, having an address at 50 West 17th Street, New York, New York 10011, to act as Managing Agent with respect to the Condominium.

It is contemplated that the Management Agreement will provide for an initial term of three years commencing on the First Closing. The Managing Agent will receive an annual fee of $45,000 for each of the first three years, payable in equal monthly installments. As noted in the Schedule B "Projected Budget for the First Year of Condominium Operation" certified by Sponsor's Budget Expert, this management fee is representative of the customary and usual management fees for buildings of this kind. The Condominium shall have the right to terminate the Management Agreement at the end of any calendar month on not less than thirty days' prior written notice to the Managing Agent. The Managing Agent may terminate the agreement at the end of any calendar month on not less than sixty days' prior notice in writing to the Condominium. If either party to the Management Agreement shall fail or refuse after ten (10) days written notice from the other party, to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority having jurisdiction over the Building or the Condominium, such failure or refusal shall constitute a material default thereunder and the non-defaulting party, upon giving three (3) days' prior notice in writing to the offending party, may terminate the Management Agreement.

The management fee will be included in Common Expenses as discussed above in the Section entitled "Projected Budget for First Year of Condominium Operation." The Managing Agent will be entitled to additional fees for certain special services performed by it.

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

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

(2) causing the Common Elements to be maintained, repaired, replaced and altered in the manner deemed advisable by the Condominium Board. The approval of the Condominium Board is necessary for certain expenditures of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(3) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements subject to the approval of the Condominium Board where such service contract is in excess of two (2) years or [$15,000] per annum requires the consent of the Condominium;

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

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

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

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

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

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

(10) when requested by the Condominium Board, attending meetings of the Condominium Board and annual meetings of the Unit Owners, and preparing agendas and sending notices relating to such meetings, and if requested by the Condominium, providing a secretary, at the Condominium's expense, to record the minutes of such meetings; and

(11) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building and attending to the various needs and comforts of the Unit Owners.

In addition, the Managing Agent may charge additional fees for services that are outside of the scope of the Management Agreement. These services include, but are not limited to:

(1) leasing or selling Units;

(2) supervision of major alterations or capital improvements; and

(3) processing applications for sale, lease or mortgage.

The Condominium Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instructions of the Condominium Board, provided however, that to extent any claims are not covered by the Condominium's policies and a court of competent jurisdiction rules that such claims are (i) due to Managing Agent or any of its employees or agent's willful misconduct or gross negligence; or (ii) as a result of Managing Agent acting outside the scope of its duties under the Management Agreement, then Managing Agent shall indemnify, defend and hold the Condominium and its unit owners, and the directors and officers of the Board, harmless from and against any such claims.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Control Period, upon the expiration or sooner termination of the then current agreement with the Managing Agent, the Condominium Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Condominium Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Condominium Board. Sponsor will amend the Plan to disclose having entered into the Management Agreement promptly after execution thereof.

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X. IDENTITY OF PARTIES

1. Sponsor

Sponsor is 64 Owner LLC a Delaware limited liability company with an office at 50 West 17th Street, New York, New York 10011.

The principals of Sponsor are Mark Moskowitz and Ameesh Agarwal.

Mark Moskowitz is President and Chief Executive Officer of Argo Real Estate. Mark brings more than 30 years of experience to his role at the helm of investments, property management and brokerage divisions. He is responsible for Argo's strategic planning and leads a team of dedicated executives with more than 110 years of combined real estate experience. Under Mark's guidance, Argo currently owns and manages 5,500 units in Manhattan, Queens, the Bronx, and New Jersey, and manages a portfolio of hotels comprising of 2500 rooms.

Ameesh Agarwal is President of Bsafal Inc., a subsidiary of Safal Constructions, a real estate development and investment firm with 33.9 million square feet of completed and pipeline development internationally. He leads Bsafal Inc.'s investment strategy, acquisition and development activities across gateway markets in the US and is responsible for financing and structuring the firm's investments. With over 10 years of experience in the international real estate industry, Ameesh has a track record of acquiring, developing and managing over $400MM in assets.

Sponsor has not been involved in any condominium or cooperative offering plans first offered within the past five years. The principals of Sponsor have not been involved in any condominium or cooperative offering plans first offered within the last five years. The principals of Sponsor do not serve as principals of sponsors or the holder of unsold shares that own 10% or more of the unsold units or unsold shares in any building in the state of New York, except as hereafter noted for Mark Moskowitz:

Property Address:	Filing No.
304 West 75th Street, New York, New York	C85-0542
65-65 Wetherole Street, Rego Park, New York	C86-0058
65-35 Yellowstone Blvd.; 65-45 Yellowstone Blvd.; 105-21 66th Avenue; 105-33 66th Avenue; 65-05 Yellowstone Blvd.; 105-20 65th Avenue; 105-34 65th Avenue; 65-15 Yellowstone Blvd., Forest Hills, New York	C86-0657
67-07 Yellowstone Blvd.; 105-24 67th Avenue; 67-10 108th Street; 67-11 Yellowstone Blvd.; 105-26 67th Road; 67-14 108th Street; 63-33 Yellowstone Blvd.; 105-20 66th Road; 66-34 108th Street; 66-37 Yellowstone Blvd.; 105-	C82-0038

25 67th Avenue; 66-40 108th Street, Forest Hills, New York	
875 West End Avenue, New York, New York	C78-0142
35-38, 35-40, 35-44, 35-48, 35-50, 75th Avenue, Jackson Heights, New York	C82-0147
69 Fifth Avenue, New York, New York	CC87-0013
267 West 89th Street, New York, New York	C81-0049
650 West End Avenue, New York, New York	CD97-0002
360 Central Park West, New York, New York	CD13-0238

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen years prior to the submission of this Plan.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Herrick Feinstein LLP, having an office at 2 Park Avenue, New York, New York 10016 ("Sponsor's Counsel"), to represent it in connection with the Plan. Philip J. Tucker, Esq. had principal responsibility for the preparation of the Plan, the Declaration, the By-Laws and the forms of Agreement, Unit Deed and Unit Power of Attorney. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Residential Units and the allocation of Common Interests.

3. Selling Agent

The Selling Agents for the project is Douglas Elliman Real Estate, having an office at 575 Madison Avenue, New York, New York 10022.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

4. Managing Agent

The Managing Agent for the Condominium will be Argo Real Estate having an address at 50 West 17th Street, New York, New York 10011. Argo Real Estate provides property and asset management services to dozens of residential, and mixed-use properties in New York City and has

been engaged in the in the development, ownership, operation and management of New York City residential properties for over fifty years.

The Managing Agent is affiliated with Sponsor.

There have been no prior felony convictions of the Managing Agent or any principals of Managing Agent; and no prior 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.

5. Budget Expert

ABC Realty, having an address at 152 West 57th Street, 12th Floor, New York New York 10019, provided the certification of Schedule B, "Projected Budget for First Year of Condominium Operation," in connection with estimated amounts of income and expenses in Schedule B. The budget expert has no financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except: for its fees for services rendered in connection with the same.

6. Real Estate Tax Consultant

Sonnenschein, Sherman and Deutsch, LLP, having an office at 494 Eighth Avenue, New York, New York 10001 has been engaged as a real estate tax consultant in connection with the Plan. The firm prepared a forecast of the assessed valuation of the Units following construction and submission of the Property to a condominium regime of ownership that was used in preparing the provisions of Schedule A and other disclosures in the Plan regarding projected real estate taxes. The real estate tax consultant has no financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

7. Construction Professionals

Kohn Pedersom Fox Associates PC, having an office at 11 West 42nd Street, New York, NY 10036 has been engaged as Sponsor's architect in connection with the Plan.

Cosentini Associates, having an office at Two Pennsylvania Plaza, New York, New York 10121 has been engaged as Sponsor's mechanical engineer in connection with the Plan.

None of the construction professionals has a financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

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Y. REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

1. a financial statement of the Condominium prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board;

2. at least 30 days' prior notice of the annual Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board.

While Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

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Z. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board at the time of the First Closing.

The Declaration and the By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Closing, and a copy thereof will be furnished to the Condominium Board at such time.

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AA. GENERAL

Except as set forth herein, there are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective Purchasers.

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

No party other than any Purchaser shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no party other than any Purchaser shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor shall grant such Purchasers a right to rescind their respective Agreements by written notice to Sponsor given not less than 15 days after the date of presentation of such amendment. In such event, Sponsor shall direct the Escrow Agent to return the Deposit of any Purchasers who duly rescind their Agreements, together with any interest earned thereon.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

Sponsor states that there have been no contracts or agreements, written or oral that have been entered into for the sale or transfer of any of the Units offered in the Plan. Neither Sponsor nor anyone on behalf of Sponsor has taken any deposits or advances of funds in connection with the reservation, sale or transfer of such Units.

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BB. RESERVATION OF AIR AND DEVELOPMENT RIGHTS

The Sponsor has retained and expressly reserves all excess air or developmental rights (collectively, the "Development Rights") otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable laws and otherwise, may not be possible or may be limited. Further, the Sponsor, as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale. Sponsor reserves the right to form a tax lot parcel as part of the Condominium in which to house Development Rights, and in such event, the Declaration of Condominium will be amended to reflect the creation of such tax lot parcel.

The Development Rights reserved by Sponsor will not be used to add additional floors to the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with the initial construction of the Building in accordance with the Plan. In addition, Sponsor has no plans at this time to utilize or transfer any such excess Development Rights.

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CC. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property and Specifications set forth as Exhibit 4 in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property.

The Units are being sold "as is" in the condition in which 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 Specifications"), unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Except as otherwise expressly provided in this Plan, Sponsor's obligation to make repairs in any Unit shall cease upon the closing of title to such Unit. Sponsor will, however, maintain and operate the Building until the First Closing in substantially the same manner and condition as on the filing date of this Plan (subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions, epidemics, pandemics or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so maintaining the Building and the Common Elements (or causing the same to be maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, any repairs subsequent to the First Closing that it was obligated to make prior to the First Closing.

If a Unit borders or is located near a rooftop or other area, there may be equipment for the building, or other obstructions, that may be visible from the windows of said Units.

As more fully described in "The Property" in Section A above, and subject to the matters described therein, Sponsor anticipates that construction of the Building will be sufficiently completed to allow the first closing of a Residential Unit to occur in or about December 1, 2023. A new Certificate of Occupancy will be issued for the Building when the construction of the Building is complete. Sponsor will obtain a temporary Certificate of Occupancy permitting occupancy of specific Units prior to the closing of the sale of such Units.

SPONSOR:

64 OWNER LLC

EXHIBIT 1A

FORM OF RESIDENTIAL UNIT PURCHASE AGREEMENT
(AND ESCROW RIDER)

RESIDENTIAL UNIT PURCHASE AGREEMENT

_____,

Purchaser(s)

with

64 OWNER LLC,

Sponsor/Seller

Residential Unit Number ____
64 University Place Condominium
64 University Place
New York, New York 10003

AGREEMENT

UNIT NO. ___
64 University Place Condominium

64 University Place
New York, New York 10003
(to be executed in quadruplicate)

AGREEMENT (this "Agreement") made as of the __ day of [_____], 20__, between **64 Owner LLC**, having an office at 50 West 17th Street, 6th Floor, New York, New York 10011(hereinafter, "Sponsor" or "Seller"), and _____ having an address at (hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for 64 University Place Condominium (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit. Sponsor hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Sponsor, Residential Unit No.__ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided ___% interest in the Common Elements appurtenant to such Unit, upon and subject to the terms and conditions set forth herein. [Included in the sale of the Unit is a Storage License for Storage Locker # [__], subject in all events to the provisions of the Plan with respect thereto.]

3. Purchase Price.

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) $_____ (the "Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Herrick, Feinstein LLP, as escrow agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "**64 Owner LLC**" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in

this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). At Sponsor's option, Sponsor may require that all or any portion of the Deposit and/or Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

4. Deposit.

4.1Prior to or concurrent with execution hereof and payment by Purchaser of the Deposit, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed to this Agreement. The Escrow Rider must be executed by Sponsor, Purchaser and Escrow Agent.

4.2The provisions of paragraphs 3-6 of the Escrow Rider annexed hereto are incorporated by reference.

4.3The Bank (as such term is defined in the Escrow Rider) is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Herrick, Feinstein LLP, 2 Park Avenue, New York, New York ("Sponsor's Closing Counsel") (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title.

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording

shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board and Sponsor shall be returned to the Board (or as such Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's agreement that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to or at closing, and that Sponsor's obligations under paragraph 6.1 above have been satisfied and that any objections to title have been waived, and the Sponsor shall thereafter be released and discharged of all liability hereunder and under the Plan except as to those matters specifically provided under this Agreement or under the Plan to survive or to be performed after the closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to [_____], with an address at [_____], Attention: [_____] (or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as having been requested by Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title

insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

In addition to those costs, adjustments and other amounts described in Articles 8 and 10 of this Agreement, Purchaser shall be required to pay other closing fees and costs which are Purchaser's responsibility as described in the Section of the Plan entitled "Unit Closing Costs and Adjustments" and otherwise. All such closing fees and costs shall be paid by Purchaser at closing by Purchaser's unendorsed, personal certified check or official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association; or, at Sponsor's option, by wire transfer to an account designated by Sponsor. Such costs shall include, but are not limited to, the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before

submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration and the Condominium By-Laws (and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Articles 8, 9 and/or 10 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(ii) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(iv) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(v) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vi) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon cancel this Agreement. If Sponsor elects to cancel, this Agreement

shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit, as well as any amounts paid by Purchaser for additional work in the Unit, together with any interest earned thereon. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest), as well as any amounts paid by Purchaser for additional work in the Unit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest), as well as any amounts paid by Purchaser for additional work in the Unit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the

Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten (10) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan); provided, however, that Sponsor reserves the right, without prior notice to Purchaser or amendment of the Plan (but subject to obtaining any

required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications (including changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equal or better quality (as hereinafter defined) in place of those described in the Plans and Specifications. For purposes hereof, the term "equal or better quality" shall mean comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classification, as applicable. The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building).

17.4 Sponsor has projected the date for the First Closing in the Plan. However, such or any later revised projected date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which the Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor.

18. Inspection of Unit. Prior to the Closing Date, at Sponsor's direction, Selling Agent or Sponsor's Closing Counsel shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. Sponsor reserves the right to limit the number of individuals who may accompany Purchaser in its inspection of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

19. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the applicable Boards and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, websites, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description

or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and to be filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale or rent with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale or rent. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof.

22. Broker. Purchaser represents to Sponsor that Selling Agent and [ ] (the "Broker") is [are] the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent [and the Broker], and Sponsor agrees to pay the commissions earned by Selling Agent [and the Broker] pursuant to separate agreements. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent [and the Broker,] on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits. For purposes of this Agreement, it is the intent of the part(ies) that the individuals controlling Purchaser shall be deemed to be _____.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's Closing Counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's Closing Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's Closing Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to "Herrick, Feinstein LLP" (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Section 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren

and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

25. Notices.

25.1 Except as may be otherwise expressly provided for in this Agreement, any notice, election, demand, consent, request or other communication under this Agreement (each of which is referred to herein as a "notice") shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, with or without return receipt requested or by Federal Express or other reputable overnight courier: to Purchaser at the address given at the beginning of this Agreement; and to Sponsor at the address given at the beginning of this Agreement, Attn: Sponsor, with a copy sent simultaneously and in like manner to Herrick, Feinstein, LLP, Attention: Philip Tucker. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery is effected, or in the case of Federal Express or other reputable overnight courier, one (1) business day after sending for domestic addresses and three (3) business days after sending for international addresses, or in the case of mailing, three (3) business days after the date of mailing for domestic addresses and five (5) business days after the date of mailing for international addresses, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Notwithstanding anything to the contrary: (1) Sponsor's provision of notice regarding closing costs or ministerial matters, the rescheduling of closing dates or the scheduling or rescheduling of inspections may be made by facsimile or electronic mail to Purchaser's attorney; and (2) service

of amendments to the Plan shall be made pursuant to the applicable regulations promulgated by the Department of Law.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's Closing Counsel as Sponsor's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. In the event that any obligation or undertaking required of Sponsor under the Purchase Agreement (including without limitation any fully executed rider thereto) or the Plan is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, pandemic, epidemic, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor (as used in this paragraph, "Force Majeure"), Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the duration of the Force Majeure event. Such tolling shall not entitle Purchaser to any credit, offset or reduction in Purchase Price or to be relieved of any other obligations under the Agreement or the Plan. However, none of Purchaser's rights under General Business Law, Article 23-A, as amended (the "Martin Act") the applicable regulations promulgated by the Attorney General of the State of New York under the Marin Act, or under this Plan shall be abridged by virtue of Force Majeure except as determined in a final decision or order by a court of competent jurisdiction or governmental agency having the authority to make such a determination, or by executive order. 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, pandemic, epidemic, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

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

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

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in

which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser represents to Sponsor (and to Escrow Agent, as a third-party beneficiary of such representation) that all funds provided by or on behalf of Purchaser or disbursed in connection with this transaction shall be only to persons or entities having a known and legitimate business connection to the transaction; and that the disbursement of any or all of such funds is not in furtherance of any tax evasion or tax fraud. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or the Agreement where Purchaser is the prevailing party in such action pursuant to a final non-appealable order by a court of competent jurisdiction. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or

Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

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

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor. The provisions of this Article shall survive closing of title or the termination of this Agreement.

39. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

40. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature or other electronically transmitted (e.g., PDF) signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature or other electronically transmitted signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page or other electronically transmitted signature, although the failure to do so shall not invalidate the effectiveness of the facsimile signature or other electronically transmitted signature.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 23 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Closing Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit

47. Smoking Policy. The use of cigarette, e-cigarette, cigars or pipes (collectively, including with respect to tobacco, marijuana or otherwise, "Smoking") is prohibited in any Common Element areas within the interior of the building as required by all applicable laws and is prohibited in any exterior Common Elements, but is permitted within Units and on the Terraces appurtenant to certain Residential Units. However, individuals shall not allow the smoke or smell from Smoking to emanate from any such permitted areas if they are unable to prevent the smoke from entering interior Common Element areas, exterior Common Elements for which such activity is prohibited, or another Unit. Unit Owners, occupants and their guests shall not permit the smoke or smell from Smoking to escape from a Unit or enter any other Unit or the Common Elements.

Unit Owners, their guests and tenants shall not smoke in their Units if they are unable to prevent the smoke and smell from entering the Common Elements or another Unit. In no event will the smoking or use of illegal substances be permitted in the Building. The Condominium Board shall have the right to seek and obtain a court order enjoining the occupant of a Unit from Smoking in the Unit or the Common Elements if the smoke or smell escapes the Unit and the Condominium Board shall have the right to seek the eviction of a tenant Smoking in a Unit or the Common Elements if the smoke or smell escapes from the Unit. In addition to all other remedies available to the Condominium Board, violation of this policy shall subject the Unit Owner to (i) a fine in an amount to be determined from time to time by the Condominium Board, and (ii) reimbursement of any fees or expenses incurred by the Condominium or the Condominium Board to cause the smoke and smell infiltration into the Common Elements or another Unit to cease (including legal fees) in enforcing this provision.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

64 Owner LLC

By: _____
Name:
Title:

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:

Purchaser acknowledges receipt
of Offering Plan and amendments
on_____ __, 20___

Initials of Purchaser(s): _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the General Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board, and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, restriction or matter of record against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board, except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

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

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

18. Taxes and any applicable tax liens, restored tax deferrals and abatements, in rem actions, tax sales, assessments, water rates and sewer usage charges.

19. Any violations against the Property (other than the Unit) that are the obligation of the Condominium Board or another Unit Owner or Board to correct.

20. Any state of facts which a survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

22. [RECORDED DOCUMENTS]

SCHEDULE B

INSPECTION STATEMENT

_____

_____

Re:_____ Unit No._____
64 University Place Condominium

Ladies and Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items	Initials	Exceptions (if any)
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		

Items	Initials	Exceptions (if any)
Flooring		
Appliances		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree, and I/we will sign off each item requiring adjustment or repairs as it is completed.

Purchaser's Signature: _____ _____

Purchaser's Signature: _____ _____

Sponsor's Representative: _____

ESCROW RIDER

To Agreement dated: _____ __, 20__ Covering Unit(s): _____
Sponsor: **64 Owner LLC**
Purchaser(s): _____
Escrow Agent: Herrick, Feinstein LLP

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Plan, as applicable.

1. The law firm of Herrick, Feinstein LLP, with an address at 2 Park Avenue, New York, New York 10016, shall serve as escrow agent for Sponsor and Purchaser under the captioned Agreement and shall also serve as legal counsel to Sponsor (referred to hereinafter as "Escrow Agent" or "Herrick, Feinstein"). Escrow Agent has designated the following attorneys to serve as signatories, each of whom is admitted to practice law in the State of New York: Andrew C. Gold, Arthur Jakoby, Irwin A. Kishner, Scott E. Mollen, Louis Tuchman, Louis Goldberg and Ellen Shapiro. Such signatories may change from time to time in accordance with the Escrow Agent's internal policies, but all such signatories will be attorneys admitted to practice law in the State of New York. Neither the Escrow Agent nor any signatory on the Escrow Account is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of the foregoing or has any beneficial interest in any of the foregoing.

2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

3. The Escrow Agent has established the escrow account at Capital One, N.A., 299 Park Avenue, 23rd Floor, New York, New York (the "Bank"), a bank authorized to do business in the State of New York. The name of the Escrow Account will be "Herrick, Feinstein Escrow Account" or similar name (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. If Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

4. All Deposits received from Purchaser shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Herrick, Feinstein LLP, as escrow agent." At Sponsor's option, Sponsor may require that all or any portion of the Deposit and/or the Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of date of filing of the Offering Plan, such rate was [0.13]%. The actual initial interest rate for the Escrow Account with respect to Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for Purchaser, from time to time. Interest shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest, if any, will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on Purchaser's Deposit shall be paid to or credited to Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within five (5) business days after the Agreement, together with the Form W-9 or W-8BEN, as applicable, have been tendered to Escrow Agent along with the Deposit and the Agreement countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit into the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. In the event the Plan is abandoned by Sponsor, Sponsor will return all money for upgrades, extras or custom work to the extent not applied or payable in accordance with the terms of the applicable Agreement. As used herein "tender" or "tendered" shall mean the date delivered by hand or five (5) business days after being sent by mail or courier.

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

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

9. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an amendment following the First Closing by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

10. The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

11. Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-

b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Agreement, Plan, or any amendment thereto.

11. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

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

13. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

14. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

15. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

16. Notwithstanding anything else in this Agreement, since Herrick, Feinstein is legal counsel to Sponsor, and that attorney-client relationship has been disclosed to Purchaser, Purchaser agrees that Herrick, Feinstein may represent and continue to represent Sponsor as its legal counsel, including but not limited to in any dispute between the Sponsor and Purchaser, and waives any potential conflict that may exist by reason of Herrick, Feinstein's designation as Escrow Agent. Such agreement by Purchaser in no way affects the legal and contractual obligations of Escrow Agent pursuant to this Agreement or governing law, with respect to the maintenance or release of the Deposit. Purchaser further acknowledges and agrees that any privileges or protections that result from the disclosed attorney-client relationship between Herrick, Feinstein and Sponsor, including but not limited to the attorney-client privilege and work product protection, are expressly preserved notwithstanding Herrick, Feinstein's additional role as Escrow Agent. Purchaser represents and covenants that it will not seek to discover or obtain communications or information subject to any such privilege or protection, in the event of a dispute or otherwise, on the ground of Herrick, Feinstein's role as Escrow Agent or its obligations to Purchaser with respect to the Deposit hereunder.

17. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Agreement.

18. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance. Notwithstanding the foregoing, to the extent the Deposit is released *to Sponsor* in

accordance with the terms of this Escrow Rider, Escrow Agent may disburse payment of Sponsor's legal fees from the Deposit.

19. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Agreement or this Escrow Rider, or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

SPONSOR:

64 Owner LLC

By: _____
Name:
Title:

PURCHASER(s):

By: _____
Name:
Title:

Social Sec. Number
or Federal Tax ID:

PURCHASER(s):

By: _____
Name:
Title:

Social Sec. Number
or Federal Tax ID:

ESCROW AGENT:

HERRICK, FEINSTEIN LLP

By: _____
Name:
Title: a Partner

EXHIBIT 1A(i)

FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 1A(ii)

FORM OF CERTIFICATE OF FOREIGN STATUS

Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• You are a person acting as an intermediary	W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1	Name of individual who is the beneficial owner	2 Country of citizenship
3	Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**	
	City or town, state or province. Include postal code where appropriate.	Country
4	Mailing address (if different from above)	
	City or town, state or province. Include postal code where appropriate.	Country
5	U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a	Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7	Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶ ☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

_____ _____
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

_____
Print name of signer

EXHIBIT 2

FORM OF UNIT OWNER POWER OF ATTORNEY

UNIT OWNER
POWER OF ATTORNEY

_____

t o

THE CONDOMINIUM BOARD OF
64 UNIVERSITY PLACE CONDOMINIUM

64 Owner LLC

64 UNIVERSITY PLACE CONDOMINIUM
64 University Place
New York, New York 10003
Unit No. _____

County: New York
Block: 568
Lot:

____

Record and Return to:

_____
_____
_____
_____

UNIT OWNER
POWER OF ATTORNEY

All terms used in this Unit Owner Power of Attorney that are used in that certain Declaration, dated as of , 20__, by Dragonfly Tompkins, LLC ("**Declarant**" or "**Sponsor**"), pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as 64 University Place Condominium, 64 University Place, New York, New York 10003 (hereinafter called the "**Condominium**"), which Declaration was recorded in the New York County office of the City Register's Office, Land Records Division, NYC Department of Finance (hereinafter called the "**Register's Office**") on , 20__, as CRFN (as the same may have been amended, hereinafter called the "**Declaration**"), shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration.

The undersigned: _____ , the owner of the Unit (hereinafter called the "**Unit**") known as Unit No. __ in the Condominium, said Unit(s) being so designated and described in the Declaration and also designated as Tax Lot __ in Block 568 of the Borough of New York on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by [_____], Registered Architect on _____, 20__, and filed with the Real Property Assessment Bureau of the City of New York on___, 20__, as Condominium Plan No. _____ and also filed in the Register's Office on , 20__, as CRFN , [does/do] hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute:

A. the board of managers of the Condominium (the "**Board**"), jointly 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 Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Declaration, Condominium By-Laws and By-Laws (collectively, the "**Condominium Documents**"), then in effect, to:

(i) acquire in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Board's lien for unpaid Common Charges; or

(b) whose Unit Owner elects to surrender the same pursuant to the By-Laws; or

(c) that becomes the subject of a foreclosure or other similar sale (including, without limitation, Units with respect to which liens for real estate taxes are being sold by the City of New York);

on such terms, including, without limitation, price as said attorneys-in-fact shall deem proper;

(ii) acquire or lease in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit, together with its appurtenant Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, on such terms and conditions as said attorneys-in-fact shall deem proper;

(iii) manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present;

(iv) prepare, execute and administer Storage Licenses for Storage Lockers, and assignments and assumptions thereof; and

(v) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or

(b) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, in each case that the Board, in its reasonable discretion, deems necessary or appropriate, provided that in no event shall the Board execute, acknowledge and deliver any document pursuant to this clause (v)(b) prior to the approval thereof by any Unit

Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the By-Laws.

The acts of a majority of such persons constituting the Board taken in accordance with the terms of the Declaration shall constitute the acts of said attorneys-in-fact; and

B. 64 Owner LLC (in its capacity as a Declarant and Sponsor), its successors, assigns and designees: true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents, then in effect, to amend the Declaration and to effectuate the rights granted to Sponsor under the Condominium Documents and the Offering Plan, to obtain the benefits provided to Sponsor under Condominium Documents and the Offering Plan, and to fulfill Sponsor's obligations under Condominium Documents and the Offering Plan, even after no Unsold Units remain, including, but not limited to,

(1) execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, including in order to obtain a permanent certificate of occupancy, or obtain an amended certificate of occupancy therefor or for the Building or any portion thereof, or any of said documents when such amendment:

(i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration; or

(ii) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit;

provided, however, that any amendment made pursuant to the terms of subdivision (i) or (ii) of this paragraph shall not: (1) change the Common Interest of the undersigned's Unit, (2) require a material and adverse physical modification to the undersigned's Unit, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage held by a Permitted Mortgagee covering the undersigned's Unit unless the undersigned (in the event described in subdivision (1) or (2) of this paragraph) or the holder of such mortgage

(in the event described in subdivision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

(2) execute, acknowledge, deliver, and where applicable, record, any consent, covenant, restriction, easement, instrument or declaration, or any amendment thereto which Sponsor deems necessary or appropriate to effectuate the rights, obtain the benefits, and satisfy the obligations described in the Condominium Documents.

C. A Development Rights Owner, its successors, assigns and designees: true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents, then in effect, to execute and deliver and consent on behalf of the undersigned , as a party in interest, to any declaration effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot or any other agreement, including without limitation, a zoning lot development agreement, easement agreement or license agreement, for the purpose of transferring to or from the owner of Unsold Units, or its successors, designees or assigns, all or any portion of the Development Rights.

This Unit Owner Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned (has)/(have) executed this Unit Owner Power of Attorney as of the day of _____, 20__.

_____

_____

STATE OF _____)
) ss.:
COUNTY OF)

On the __ day of _____ in the year _____before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____ , County of _____ and State of_____ .

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF)

On the __ day of _____ in the year _____before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____ , County of _____ and State of_____ .

_____
Notary Public

EXHIBIT 3

FORM OF RESIDENTIAL UNIT
DEED

RESIDENTIAL UNIT DEED

64 Owner LLC,

TO

_____

64 University Place Condominium
64 University Place
New York, New York 10003
Unit ___

County: New York
Block: 568
Lot:

_____

Record and Return to:

_____
_____
_____
_____

1

RESIDENTIAL UNIT DEED

THIS INDENTURE is made the ___ day of , 20__, by and between **64 Owner LLC,** having an address 50 West 17th Street, 6th Floor, New York, New York 10011. (hereinafter called "**Grantor**"), and [_____] having an address at [_____] (hereinafter called "**Grantee**").

W I T N E S S E T H:

That Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as 64 University Place Condominium and by the street address 64 University Place, New York, New York 10003, County of New York, City and State of New York, said Unit being designated and described as Unit ____ in 64 University Place Condominium in that certain declaration, dated as of , 20__ , made by **64 Owner LLC** (in such capacity, "**Declarant**") pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County office of the City Register's Office, Land Records Division, NYC Department of Finance (the **"City Register's Office"**) on _____ , 20__, as CRFN _____ (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot ___ in Block 568 of the Borough of New York on the Tax Map of the Tax Map Unit, Land Records Division, NYC Department of Finance and on the Floor Plans of the Building certified by _____ on _____, 20__, and filed with the Tax Map Unit, Land Records Division, NYC Department of Finance on _____ , 20__, as Condominium Plan No. ___ and also filed in the City Register's Office on _____ , 20__, CRFN;

together with an undivided ___ % interest in the Common Elements (as such term is defined in the Declaration) of 64 University Place Condominium;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration the By-Laws of 64 University Place Condominium, as each of the same may be amended from time to time (said Condominium By-Laws and any amendments thereto are hereinafter collectively called the "**By-Laws**"), including, without limitation, the restrictions and other provisions with respect to the permitted uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; subject also to such other liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**").

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of Grantee, forever.

If any provision of the Declaration, or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor covenants that the Unit is free and clear of monetary liens and that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, in each case except as set forth in the Offering Plan and the Purchase Agreement (each as defined in the Condominium By-Laws), and the Declaration, the Condominium By-Laws and the By-Laws. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance, and will hold the right to receive such consideration, as a trust fund for the purpose of paying the cost of the improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby accepts and ratifies the provisions of the Declaration, the Condominium By-Laws and the By-Laws (and any Rules and Regulations adopted under the Condominium By-Laws and By-Laws) and agrees to comply with all the terms and provisions thereof, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

64 Owner LLC

By: _____
Name:
Title:

GRANTEE:

By: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE LAND

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of New York, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of University Place, distant 55 feet 1¾ inches (55 feet 3¼ inches deed) northerly from the northwesterly corner of University Place and East 10thStreet; and

RUNNING THENCE westerly, parallel with 10thStreet, 103 feet 9 inches;

THENCE northerly, at right angles to 10thStreet a distance of 39 feet 8 inches calculated (39 feet 9½ inches deed);

THENCE easterly and parallel to 10thStreet a distance of 6.67 feet calculated (6 feet 11½ inches deed);

THENCE northerly, along a line which forms an angle of 94 degrees 12 minutes 00 seconds on its westerly side from the last mentioned course, 25 feet 1½ inches;

THENCE easterly, parallel with East 10thstreet, 100 feet 0 inches to the westerly side of University Place;

THENCE southerly, along the westerly side of University Place, a distance of 64 feet 10¾ inches to the point or place of BEGINNING.

EXHIBIT 4

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

20.7 Description of property and specifications or building condition.

64 University Place Condominium **Dated: 9/_1_/2022**

This report reflects information contained in design documents for the building and does not describe the building as constructed. The Architect, in preparing this report, has relied upon information provided by other professionals and the client as noted within the report. This report is based on the current design not including future and unanticipated revisions prescribed by the client which might affect design and description herein.

The purpose of this report is to provide the information required for an offering plan for a new condominium building. The format utilized is based on legal requirements which govern this type of project.

Exclusions and Limitations:

- The contents of this report reflect the Architect's professional opinion based on experience and training and information provided by other professionals. Building Codes are subject to interpretation by the person, firm, or agency using the Code. Agency interpretations may differ from the interpretations contained in this report.

- This report is not intended as an instrument to determine the value of the property nor is it intended to make any representation with regard to the advisability of a purchase.

- The report is not intended as a guarantee or warranty of the property and any equipment contained therein or its fitness for use, nor does it constitute legal advice.

- Descriptions of materials, finishes and assemblies noted herein, if altered and/or changed shall be equal performing or better.

Relevant codes governing this project include the New York City Zoning Resolution, the New York City Building Code, and the New York State Multiple Dwelling Law.

Floor Plans depicting layouts of Residential Units and the Storage Lockers appear in Part II of the Plan. Each Unit is measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit of to the exterior side of the opposite exterior walls. The Terraces shall be measured from face of building to inside of glass railing. Each Unit is measured vertically from the top of finished floor to the ceiling which varies from dropped gypsum ceilings to the underside of painted structural slabs.

All dimensions are approximate and subject to normal construction variances and tolerances. Sponsor reserves the right to amend or modify the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in this Report, items of substantially equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable. Sponsor reserves the right to make additional

changes as set forth in the Offering Plan, including the Sections in Part I of the Plan entitled “Changes in Prices and Units: Residential Units and Storage Lockers” and “Rights and Obligations of Sponsor”.

For Certification of Sponsor’s Architect, see Exhibit 8B in Part II of the Offering Plan.

(a) Location and use of property.

(1) address; The building is located at 64 University Place in the borough of Manhattan, City of New York. The building is located on the west side of University Place between 10th and 11th streets.

The Project, if completed in accordance with the Plans and Specifications, will be in compliance with such applicable codes, laws, regulations, and ordinances as it pertains to KPF’s services for the Project. However, KPF is not responsible for the construction means and methods employed by the contractor for the Project, and therefore, makes no representations as to the state of the as-built Project.

(2) block and lot number; Block No. 568, Lot No. 21, including development air rights from Lot 20. Upon completion of construction, each unit will have an individual tax lot designation.

(3) zoning; The zoning district is C1-7 and R7-2. The legal uses proposed will be as per the approved Department of Buildings Application. The proposed use is general residential, above the First Floor, Use Group 1 & 2. The First Floor will contain a commercial space, Use group 5 & 6 of the Zoning Regulation (with the reception located in a small portion of the ground floor). There is a community facility also proposed at the First Floor, Use group 4.

(4) permissible use. (see above)

(b) Status of construction.

(1) year built; The project site consisted of an existing four-story masonry and steel/concrete framed building. Demolition of this building occurred fourth quarter of 2021 and first quarter of 2022 and excavation is currently underway. The anticipated final completion date for the proposed building is January 2024. Geotechnical Engineering Services, P.C. have performed test Boring and Soil analysis dated 11/02/19. See subsection (e) for the results of such analysis.

(2) class of construction; The Class of construction of the new building will be Type 1B protected noncombustible cast in place concrete and will conform to all applicable regulations of the 2014 New York City Building Code, 2014 New York City Fire Code, Fair Housing Act Safe Harbor: Fair Housing Act Design Manual and 2010 ADA Standards for Accessible Design. The plans were submitted to the Department of Buildings, March 26, 2021, DOB Reference No. M00492685-I1. The common spaces of the building are to comply with the ADA accessibility regulations.

(3) certificate of occupancy, type and number;

Certificate of Occupancy: After completion of construction, the Developer will apply for (1) Certificate of Occupancy (preceded, if appropriate, by temporary Certificates of Occupancy) for the Building from the Department of Buildings of the City of New York (Department of Buildings). A temporary Certificate of Occupancy will be obtained prior to the closing of the first residential unit.

Type of Construction: This building project at 64 University Place can most generally be described as a new, 11 story, 4-story bulkhead, plus cellar, cast in place concrete structural framed, brick, stone,

aluminum/glass, and metal clad building. The project is more specifically described in outline form in this report.

The projected date of substantial completion is on or about November 2023 unless delayed by weather, strikes, lockouts, acts of God, pandemic, epidemic, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.

(4) alteration permit numbers and description of work done. A Temporary Standpipe Filing alteration permit was issued under No. M00571343-I1. All other work is filed under the New Building permit with exception of the fire alarm No. 2021-TMFALM-008315-PLAN and ARCS filing No. 2021-TMARCS-008316-PLAN with FDNY.

(c) Site.

(1) size; Based on Surveys prepared by NY Land Surveyor P.C. dated February 12, 2021, the approximate Lot Area of 6,679 square feet. The new building is planned to be approximately 64,775 gross square fee including cellar.

(2) number of buildings and use; There will be one building and foundation for the building. The building will consist of one cellar level plus eleven floors above grade containing twenty-eight (28) Residential Units, a Retail Unit and a Community Facility. It is initially anticipated that Units 2A and 2C will be used as the Model Units/Sales Office.

a. The cellar shall contain the fire pump room, domestic water, detention tank rooms, electrical room among other M/E/P back-of-house spaces, management and super's office, fitness studio, storage units and bicycle storage, refuse room and toilet rooms.

b. The First Floor shall contain the main residential reception, reception desk, mailroom, package room, commercial space, unisex toilets, service entrance and living room space.

c. The entire building above the first floor shall be for residential use.

(3) streets owned or maintained by the project:

(i) paving (material and condition);

a. A new, poured concrete sidewalk will be installed up to the front edge of the building. Existing concrete sidewalks will be replaced. The sidewalks will be new, free of tripping hazards and ponding. It is designed to be built to comply with NYC DOT/Local Laws and ADA requirements.

b. The Condominium will be responsible for maintaining the sidewalk as described in the Offering Plan.

c. There are 0 existing trees and 2 new trees planted.

d. There are no interior streets, or sidewalks on the site.

e. Two existing signs and one existing bike rack to be relocated.

(ii) curbing (material and condition); The sidewalks will have new, steel faced concrete curbs.

(iii) catch basins, drainage (location and condition); University Place, 10th and 11th Streets are presently pitched to drain through existing catch basins into the New York City storm water drainage system.

(iv) street lighting (material, type, location and condition); There is no existing street lighting directly in front of the project site.

(v) state whether these items are in conformity with local fire district, town or municipal building codes. All sidewalks will comply with the requirements of the New York City Highways, Buildings and Fire Departments.

(4) drives, sidewalks and ramps; All sidewalks to be poured concrete. There are no ramps or drives on-site.

(i) paving (material and condition); The paving will be new, consisting of concrete over gravel, broken stone or sand with 3" layer of bark chip mulch at tree plantings.

(ii) curbing (material and condition); There will be new concrete sidewalk and steel faced & concrete curbs.

(iii) catch basins, drainage (location and condition); There will be terrace drains on each terrace, including the main roof which will drain into the combined sewer system that services the sanitary and roof drainage needs of the new building. Street drainage is collected in existing catch basins which is discharged into the New York City sewer and storm system mains. There will be a metal marquee with drains at the entrance in accordance with the NYC Plumbing Code.

(iv) street lighting (material, type, location and condition); There is no existing or new public street lighting within entire frontage of the project site.

(v) state whether these items are in conformity with local fire district, town or municipal building codes. (see above)

(d) Utilities.

Water & sewer is NYC Dept of Environmental Protection (DEP);

There will be one meter for the building for water and sewer that are billed from NYC DEP to the Condominium Association.

Electrical is provided by Con Edison;

A utility master meter will be provided which will be billed to the condominium association.

Each Apartment is sub-will be sub-metered for each apartment. In addition, the HVAC system usage will also be sub-metered. The Condominium Association will bill each apartment for individual electrical usage including HVAC.

Retail tenant(s)will be provided with their own meter(s) and will be billed directly by the utility.

<u>Gas service is by Con Edison</u>

The entire building except for retail will be on master utility meters which will be billed to the Condominium Association.

Retail tenant(s) will have their own direct utility meter(s)

Telephone Service

Telephone: Telephone service will be provided by Time Warner or Verizon FiOS. Each Unit Owner or their tenants will pay the telephone charges associated with his or her Unit. The telephone charges with respect to the common areas of the building will be paid by the applicable Unit Owners as a Common Expense allocated in the manner set forth in the First Year's Budgets.

Cable TV: Cable television service will be provided by Spectrum (Time Warner Cable) and Verizon's FiOS based cable services. The Unit Owners or their tenants will pay a monthly service charge to either Spectrum (Time Warner Cable) or Verizon FiOS selected cable distributor, which will vary depending upon the services subscribed to by the Unit Owner.

Data Transmission: Data transmission services will be provided by Timer Warner Cable or Verizon FiOS based internet service. All Tower Units throughout the building will be pre-wired Cat6 or Cat6A and RG6U Coax for Verizon FiOS and Time Warner Cable. All charges with respect to providing this service will be paid separately by the Tower Unit Owners or their tenants

(e) Sub-soil conditions.

Existing Foundations: Existing building foundations will be removed. No existing foundations will be re-used.

The Project is in not in a flood hazard zone. The building is currently designed with a waterproofed cellar space, and the walls and slabs have been designed to resist hydrostatic pressures.

The proposed building resides in the Greenwich Village section of Manhattan. The geological conditions found during the geotechnical investigations were consistent with the historic surrounding geology of the area, which primarily consisted of open meadows per 1865 Historic Viele maps, and was not located over any historic riverbeds or steams.

The soil strata consists of urban fill (debris) of which will be excavated for the proposed cellar, followed by loose to medium dense sands, and natural silty sands, followed by decomposed and competent bedrock formation at approximately 30-feet below grade. The static groundwater table was established to be approximately 18-feet below sidewalk level.

The proposed building structure is founded on a deep foundation element system (piles), or drilled concrete filled steel pipe shafts developing bearing strength in the underlying bedrock layer. The overburden soils are ignored for the foundation support of the building structure. The basement level and foundation structure are proposed to be entirely wrapped in an exterior continuous waterproofing membrane system in order to mitigate any moisture infiltration.

Soil Borings were performed. The soils are unsatisfactory for bearing, thus the need for using deep foundation elements.

The location of the property resides in Flood Zone type X, which is considered "minimum risk" per FEMA classification. Additionally, the NYC Flood Hazard mapping does not include this region as any future

floodplain area up to the year 2100. In an urban setting, the location of the site is not prone to any mudslide condition nor erosion effect.

(f) Landscaping and enclosures.

Various terraces and balconies will be provided with landscaping as described below in this section:

(1) grass cover (type, location);

None.

(2) plantings (type, location); [Owner to confirm if plantings are by them or others?] No decision made on this.

Various plantings will be provided throughout the building as described below in this section:

a. First Floor Garden: plantings will be installed by the Sponsor.
b. First Floor Residential Entrance: plantings will be installed by the Sponsor.
c. 7-9th Floors at eastern portion: terraces will be provided with plantings installed by the Sponsor.
d. On the eastern and northern portion of the 10th and 11th floors, terraces with plantings will be installed by the Sponsor.
e. At the 12th floor private terrace and public Rooftop, plantings will be provided by the Sponsor.

(3) trees (location);

The Sponsor will be providing and installing new trees at University Place sidewalk as allowed and approved by the NYC Parks Department. Trees will also be provided on the 12th floor rooftop.

(4) fencing (type, location);

Various areas of the building will have fencing as described below:

a. For the First Floor rear yard which is inaccessible space at the west, a fence will be provided approximately 13’-11” long and the height will be 8’-0”.
b. For the Penthouse A terrace, a dark painted aluminum fence system or equal will be placed to separate the private from public terrace.

(5) gates (type, location);

a. For the First Floor Garden there will be a gate at the west wall, which will be a wood or equal material. The length will be approximately 4’-3” and the height will be 6’-0”.
b. For the Penthouse A terrace, an aluminum gate system or equal will be placed to separate the private from public terrace.

(6) garden walls (type, location);

For the First Floor Garden, masonry and stone clad concrete walls will be provided to enclose the garden from the adjacent lots.

(7) retaining walls (type, location); No retaining walls are planned.

(8) display pools and fountains (location, materials).

a. For the First Floor Garden, a display pool approximately 9’-0” wide and 22’-0” long and a depth of 1-1 ½” will be provided.
b. For the Penthouse A terrace, a shallow display pool 7’-10 ¾” wide and 17’-11” long and 4” deep will be provided.

Sponsor reserves the right to make substitutions of grass cover plantings and fencing with items of equal or better quality.

(g) Building size.

(1) total height (approximate total feet from ground level to highest part of roof); 165’-0” from ground level to highest part of roof bulkhead.

(2) crawl spaces (floor to ceiling, height); There will be no crawl spaces.

(3) number of sub-cellars and cellars; There will be a full cellar throughout the Building.

(4) number of floors (actual including penthouses);

There are 11 floors above grade with a mechanical penthouse on the roof. The mechanical penthouse, also referred to as the bulkhead is comprised 4 stories from levels 12 to 15. The first floor ceiling height ranges from approximately 10’-9” to 13’-10” and the typical floor ceiling height (from levels 2 through 9) ranges from 8’-7” in areas such as kitchens, bathrooms, halls & entrances to approximately 10’-5 1/2” at living / dining rooms and bedrooms. Penthouse Unit A and B will have 10’-8” and 10’-3 ½” ceiling heights respectively and in certain areas (i.e. kitchens, bathrooms, some halls & entrances) approximately 9’-5” and 9’-0”.

A common core containing two egress stairs, occurs on all occupiable floors in the building from cellar through the 12th floor. One egress stair continues up to the top 15th floor of the mechanical bulkhead. There are two passenger elevators, one which serves cellar through the 11th floor and one that serves cellar through the 12th floor.

(5) equipment rooms (location and use); The cellar contains a fire pump room, detention tank,

located at cellar and bulkhead levels, for elevator machine equipment, VRFs, condensers and other MEP equipment

(6) parapet (height above roof). At main roof 1’-4” with 3’-6” railing within 6’-0” of the building perimeter.

All portions of the balconies and terraces will have a parapet or railing, one of which will be minimum of 3’-6” in height above the balcony or terrace finished floor.

(h) Structural system.

The structural design of the foundations and superstructure is in accordance with the 2014 New York City Building Code.

Deep foundation system resting on bedrock with an allowable compression capacity of 250 & 400 tons per pile will be utilized as the foundation system for the building. In addition, an 8” thick slab at Cellar level will be constructed over a layer of waterproofing to prevent penetration of water. The perimeter of

the cellar level is enclosed by concrete foundation walls extending below grade with thicknesses varying from 12 to 23".

Superstructure construction will be cast-in-place reinforced concrete flat plate slabs ranging from 9" to 14" in thickness, typically supported by cast-in-place reinforced concrete columns and shear walls. The 10th floor is transfer slab of 14" in thickness. The lateral system will consist of cast-in-place reinforced concrete shear walls. The shear wall core forms the "spine" of the lateral load resisting system and extend from the foundation to the very top of the building with thickness varying from 24" to 8".

The floor impact noise is to comply with NYC Building Code section 1207.3 and shall not have a rating less than 50. Wood floors to have sound control mat "Geniemat RST-5" as manufactured by Pliteq or "QSCU 4005" made by Encore International or approved equal. Bond with adhesive and vapor retarder also to be provided. Adhesive for the acoustic mat to vapor retarder to be Dri Tac 8000 moisture, Dri Tac 7500 Eco-Urethane over moisture guard and acoustic mat manufacturer's standard.

There is no sub-surface drainage system for the building foundations.

WP-1 Laminated mod-bit foundation at walls/slab:

New below-grade foundations to be two-sided formed cast-in-place concrete foundation walls with self-adhering laminated modified bitumen with polyethylene facer sheet waterproofing membrane and drainage composite to be provided for below-grade foundations, bituthene 4000, manufactured by GCP and drain board manufactured by GCP or equal.

WP-2 Foundation wall waterproofing

New below-grade foundations to be one sided cast-in-place concrete foundation wall, pre-applied chemically bonded hpde sheet waterproofing membrane with a minimum of 60psi extruded polystyrene (XPS) insulation with 2" minimum thickness (R-5 per inch), temporary earth retention system drainage composite, preprufe 160R, manufactured by GCP and drain board manufactured by GCP or equal.

WP-3 Foundation slab/ base of wall waterproofing

New below-grade foundations to be one sided cast in place concrete foundation slab on grade with concrete mud slab, pre-applied chemically bonded hpde sheet waterproofing membrane – concrete structural slab, preprufe 300R, manufactured by GCP or equal.

WP-4A Waterproofing at courtyard and slab-to-wall corner

New ground floor courtyard to be concrete structural slab sloped to drain at minimum 1/8" per foot, 215 mil hot rubberized asphalt waterproofing system with protection course root barrier drainage composite, 790-11 hot rubberized asphalt manufactured by Henry company, drain board manufactured by Henry company or equal.

WP-5 Stormwater detention tank walls

New stormwater detention tank to be two-sided formed concrete walls and floor with cold fluid applied 100% solids two-component polyurethane elastometric membrane coasting system, CIM 1000 manufactured by CIM Industries, Inc. or equal.

WP-6 Elevator sump pit waterproofing top of wall/ slab and base of wall

New elevator and sump pits to be one-sided cast-in-place concrete, crystalline cementitious based waterproofing, XYPEX concentrate and XYPEX modified or equal.

(1) Exterior of buildings:

(i) Walls:

The ground level along University Place will have a brick and aluminum/glass storefront. The west façade along the Garden will be a mix of brick and metal louvers for air intake. The main facades above the ground floor (east, north and west garden) will utilize aluminum and glass window wall system spanning from finish floor to a specified height with operable in-swinging doors. The column covers and spandrel beams will all be clad in masonry modular and Norman brick. The south, north and west elevations abutting adjacent buildings will be block walls and where the adjacent buildings setback, the new building will be stucco wall construction. The roof bulkhead will be brick in portions up to the 13th floor slab and above will utilize an aluminum cladding system and perforated metal panels fixed to concrete beams or block walls. There will be an acoustical louver system at the bulkhead enclosure. The various wall types are further outlined below:

Type 01A: Brick on CMU: Brick on CMU steel framed with semi-rigid continuous mineral wood insulation, gypsum board, semi-rigid mineral wool insulation cavity, located on the east elevation

Cavity R-value: 8

Cont. R-value: 16

Type 01B: Brick on CMU: Brick on CMU steel framed with semi-rigid continuous mineral wood insulation, gypsum board, semi-rigid mineral wool insulation cavity, located on the west and north elevations

Cavity R-value: 8

Cont. R-value: 16

Type 02: Aluminum Storefront with Vision Glass: Residential operable aluminum storefront assembly with vision glass, located at all window openings with exception of ground floor east elevation

Type 03: Retail Storefront: Fixed panel retail aluminum storefront assembly with vision glass & operable entry door retail aluminum storefront assembly with vision glass, located at ground floor east elevation

Type 04: Stucco on CMU: residential stucco wall assembly on concrete block, solid grouted normal density with furring metal with semi-rigid mineral wool insulation, blanket mineral wool insulation and gypsum wallboard, located at north, west and south elevations near neighboring buildings

Cavity R-value: 8

Cont. R-value: 12

Type 05: Hand laid Brick on CMU: Brick on concrete block, solid grouted, normal density with furring metal with semi-rigid mineral wool insulation, blanket mineral wool insulation and gypsum wallboard and Brick on cast-in-place concrete slab, located on north elevation above stucco wall assembly adjacent to neighboring existing north building

Cavity R-value: 8

Cont. R-value: 12

Type 06: Stucco on Concrete: Stucco wall assembly on concrete block, solid grouted, normal density with furring metal with semi-rigid mineral wool insulation, blanket mineral wool insulation and gypsum wallboard and stucco wall assembly on cast-in-place concrete slab, located on south elevation

Cavity R-value: 8

Cont. R-value: 8

Type 07: Architectural Exterior Louver, located at ground floor west courtyard elevation

Type 08: Curtainwall with Vision Glass: fixed panel, located at north courtyard elevation

Type 09: Curtainwall Spandrel, located at north courtyard elevation

Cavity R-value: 0

Cont. R-value: 16

Type 10: Brick on CMU (at Bulkhead): Brick on concrete block, solid grouted, normal density with metal furring with insulation and gypsum wallboard, located at the bulkhead (level 12)

Cavity R-value: 8

Cont. R-value: 8

Type 11: Aluminum Storefront (at Bulkhead): Aluminum storefront assembly with vision glass, located at the bulkhead (level 12)

Type 12: Bulkhead Cladding: concrete block, solid grouted, normal density with metal furring with semi-rigid mineral wool insulation, blanket mineral wool insulation and gypsum wallboard and cast-in-place concrete slab, located at the bulkhead (levels 12-15)

Cavity R-value: 8

Cont. R-value: 8

Type 13: CMU adjacent to neighboring building/bulkhead: concrete block, solid grouted, normal density with metal furring with semi-rigid mineral wool insulation, blanket mineral wool insulation, gypsum wallboard and elastomeric architectural coating on cast-in-place concrete slab, located at north, west and south elevations adjacent to neighboring buildings

Cavity R-value: 8

Cont. R-value: 12

Walls will comply with the New York State Energy Construction Conservation Code.

New York City Façade Inspection and Safety Program (FISP)

The New York City Façade Inspection and Safety Program (FISP) formerly known as Local Law LL11-98 applies to the Building. Under FISP, periodic inspections are required in order to maintain a building's exterior walls and appurtenances thereto in a safe condition. A filing is required for all buildings with exterior walls or parts thereof that are greater than six stories in height.

The Condominium will be required to file a report once every five-year report filing cycle as established by the DOB. A report shall be filed within sixty days of the date on which the visual critical examination is completed (final inspection date) and not more than one year after the completion date of the required physical close-up inspection. A building is classified as "safe" when the condition of the building wall, any appurtenances thereto or any part thereof does not require 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. FISP requires that a report shall be filed five years from the date the first temporary certificate of occupancy is issued within the applicable filing window. Compliance with FISP, including, but not limited to, hiring an architect or engineer to perform an inspection and filing a report with DOB, and any costs associated therewith shall entirely be the responsibility of the Condominium Board, and not of Sponsor. Purchasers are advised that costs associated with FISP inspections could be substantial and may include installation of construction bridges and other scaffolding as required by DOB for extended periods of time. See **Document #4 "Description of Property and Improvements"** in Part II of the Plan.

All exterior party walls to be 2-hour fire rating. All concrete and masonry block walls at the bulkhead levels will also be 2-hour fire rating.

Exterior penthouse walls parallel to the interior lot line setback from the property line are 8" concrete block or concrete shear walls with a 2-hour fire rating.

(ii) Windows: Specify type and materials in all parts of the building including sills, screens, window guards, lintels, storm sash, hardware, single or double glazing and caulking. Indicate whether lot line windows exist and describe any potential future problems.

All windows to be manufactured by Alumil with fixed and pivot door system with a custom trim. All terrace doors are to be thermally broken aluminum fenestration, gray anthracite painted finish eggshell. All railings at windows to be custom aluminum railing, monolithic with powder coated finish to match window trim. No exposed fasteners to be provided. Windows to have latch lockset hardware. Sills where windows open into units to be stone finish sloped away from interior. Metal guardrails provided at any opening window to be minimum 42" high with top and bottom rail and vertical pickets spaced no more than 4" apart. No screens are provided. Window openings have arched brick lintels. Windows caulked both from interior and exterior to adjacent surfaces. These windows to have a U-value of .300.

All glazing for residential windows above 70 feet to be double glazed insulated unit, fully tempered inside lite and heat strengthened 3/8" minimum thick outside lite with low-e coating on #2 surface by Guardian SNX 62/27 on UltraClear (low iron) or similar.

All residential windows below 70 feet and above terraces where bird friendly materials are required to be Guardian Bird1st UV SNX 62/27 on UltraClear (low iron) "bird friendly" double glazed insulated unit, low iron, fully tempered inside lite and laminated 3/8" minimum thick outside lite, low e coating on #4 surface.

The Penthouse stair enclosure at Level 12 to be “bird friendly” double glazed insulated unit, low iron, fully tempered inside lite and laminated 3/8” minimum thick outside lite, low e coating on #4 surface.

All exterior glazing to comply with Building Bulletin 2020-022 Bird Friendly Glass (Local Law 15 of 2020)

All fire rated windows to have fire-rated glazing.

Detailed Window information is provided below:

WINDOWS	
Material	ALUMINUM
BRAND	ALUMIL
HARDWARE	GU
CAULKING	DOW 791
U FACTOR	0.232 - GLAZING
THERMAL BREAK	YES
NUMBER OF GLAZING PANELS	23
SPECIAL FEATURES	CUSTOM CURVED HEAD
WARRANTY	2 YEARS

The Ground floor storefront is to be “bird friendly” double glazed insulated unit, low iron, fully tempered inside lite and laminated 3/8” minimum thick outside lite, low e coating on #4 surface. The Ground floor spandrel glass is to be double glazed insulated unit with low iron glass and low-e coating on #2 surface, fully tempered inside and outside lite, 100% ceramic frit at #4 surface to match PPG noble grey color.

The pivot doors at the Ground floor garden courtyard are to be double glazed insulated unit with low iron and low-e coating on #2 surface, fully tempered inside and heat strengthened outside lite.

A window wall system will be used with operable doors, with limit stops.

The project site is not in a designated Noise ‘E’ site and acoustical testing has not been done.

(iii) Landmark status: This is not a Landmark District building.

(2) Parapets and copings:

The parapet walls will be covered in stone copings for the main building and aluminum copings for the bulkhead.

(3) Chimneys and caps:

Gas fireplaces are located in the First Floor living room, 9th Floor Unit J and 10th and 11th floor Penthouses A and B great rooms. The first floor living room fire place will exhaust directly out at the exterior rear wall at ground level. The Units will have gas fireplaces with flues that terminate above the private roof terrace on level 12. The top of the chimney will be located 7’-0” above Penthouse A private terrace.

Two electric fireplaces will be provided at Penthouse A and B primary bedrooms.

There will be one exhaust and one fresh pipe for each fireplace. The exhaust will be VIP pressurized vent as manufactured by ICC. The chimneys are a double wall pipe, the inner pipe is stainless steel, outer

galvanized steel. The fresh air will be single wall galvanized pipe with all joints sealed. The flues and fresh air will be horizontally vented to the exterior of the building. There will be an in-line draft inducer for each fireplace model RSIF 180 as manufactured by Enervex. This will ensure a constant negative pressure while the fireplace is working.

The fireplaces have double glass with an air curtain between the two. This keeps the glass a little warmer than the room temperature way below the 172° threshold set by the federal government. There is no way a person can get burns from these fireplaces. There is a pre and post-purge cycle that runs for about 2 minutes before and after the fireplace is started and shut down. The gas valve has a sensor in the chimney that measures chimney draft. The valve will not open unless there is a draft measuring .25"WC.

The trash chute will be a 24" diameter full vent which by code must be 6' above the main roof. A custom metal flashing will secure the vent to the curb. Every floor will have a 'L' locking handle with a provision for a key. The 'L' is as mandated by the ADA.

There is one trash compactor located at the Cellar level refuse room. Room will be key locked with access only by building maintenance, no public access.

(4) Balconies and terraces.

Juliette balconies will have stone finishes on two-part waterproofing systems and will drain off the edge.

Terraces will have precast concrete pavers on pedestals on rigid insulation on fluid applied waterproofing system with protection board sloped to area drains.

(i) deck finish (material);

Finishes on the balconies and terraces include:

a. Stone paver at the Garden terrace only.
b. Stone cladding for the Juliette balconies.
c. Deck finish precast pavers for all upper terraces.
d.

The deck surface at all terraces will be Hanover preset pavers, high density, hydraulically pressed concrete units, are manufactured to 1/8" tolerances and produced by subjecting the concrete mix to a minimum pressure of 1,000 pounds per square in over the entire surface area. This results in a product with the density and strength of natural stone. The pavers will be 24" wide x 24" long x 2" depth on a pedestal system with leveling shims as required to create a flat, even surface.

Yes, roof paver is appropriate for daily foot traffic.

Yes, roof paver is acceptable by the manufacturer to retain the roof warranty.

(ii) balustrade (type, material); (see below iii)

(iii) railings (material); Railings are steel posts supporting painted aluminum cladding. The railing has 1" top and bottom rails with 3/4" vertical pickets spaced no more than 4" apart. There is no horizontal intermediate member to create a "ladder effect".

(iv) copings (material); Copings are stone for the Building and painted aluminum for the bulkhead.

(v) soffits (material); None.

(vi) doors to balconies and terraces (type, material). Doors to balconies and terraces are painted aluminum doors with tempered glass.

Doors to balconies and terraces are Alumil thermally broken aluminum fenestration, gray anthracite painted eggshell finish with custom 2 ½" top and bottom rails and 1 ½" side rails, infilled with Guardian Bird 1st UV SNX 62/67 on UltraClear "bird friendly" double-glazed, low-iron, fully tempered inside lite and laminated outside lite, low-e coating on #4 surface glazing for residential windows below 70 feet and terraces where bird friendly materials are required. The U-value is .3.

Doors to balconies above 70 feet are Alumil thermally broken aluminum fenestration, gray anthracite painted eggshell finish with custom 2 ½" top and bottom rails and 1 ½" side rails, infilled with Guardian SNX 62/67 on UltraClear double-glazed, low-iron, fully tempered inside lite and heat strengthened outside lite, low-e coating on #2 surface glazing. The U-value is .3.

EXTERIOR ENTRANCES	
Material	ALUMINUM
BRAND	ALUMIL
HARDWARE	GU
CAULKING	DOW 791
U FACTOR	0.232 - GLAZING
THERMAL BREAK	YES
NUMBER OF GLAZING PANELS	8
WARRANTY	2 YEARS

There are main roof drains and secondary overflow drains spaced no more than 30' apart, slab sloped minimum 1/8" per foot for positive drainage. Secondary overflows are collected to a separate drain line from the main and exit at the building face at ground level. Drains are sized and spaced per code requirements for roof area.

(5) Exterior entrances.

(i) exterior doors and frames (material, type, lock);

The exterior entrance doors to the residential lobby and community facility are thermally broken aluminum storefront doors, gray anthracite painted eggshell finish with custom 2" top and side rails, 1'-0" bottom rail, infilled with Guardian Bird 1st UV SNX 62/67 on UltraClear "bird friendly" double-glazed, low-iron, fully tempered inside lite and laminated outside lite, low-e coating on #4 surface glazing. These doors will have closer and automatic operator recessed in the floor with panic hardware as required. On either side of the residential entrance doors will have aluminum fixed panels with infilled glass and ornamental monolithic metal screen pattern in a gray anthracite finish. An ADA actuator button will be provided. The U-value is .3.

The exterior entrance doors to the retail storefront are thermally broken aluminum storefront doors, gray anthracite painted eggshell finish with custom 2" top and side rails, 1'-0" bottom rail, infilled with Guardian Bird 1st UV SNX 62/67 on UltraClear "bird friendly" double-glazed, low-iron, fully tempered

inside lite and laminated outside lite, low-e coating on #4 surface glazing. There will be a 4" horizontal mullion above the doors with glass transom above. Panic hardware will be provided as required. The U-value is .3.

The exterior door to the residential egress corridor will be a thermally broken aluminum door, gray anthracite painted eggshell finish with custom 4" top rail and 2" side rails. Panic hardware will be provided as required. Card reader will be provided with no re-entry, egress only.

The exterior doors leading in the ground floor garden courtyard will be a single (1) thermally broken aluminum door, gray anthracite painted eggshell finish with double-glazed insulated glass unit with low-e coating on #2 surface, fully tempered inside and outside lites, 100% ceramic frit at #4 surface to match PPG noble grey. There are also three (3) pairs of in-swinging doors thermally broken Alumil aluminum storefront doors, gray anthracite painted eggshell finish with custom 4" top rail, 1" side rails, 1'-0" bottom rail, infilled with Guardian SNX 62/67 on UltraClear double-glazed, low-iron, fully tempered inside lite and heat strengthened outside lite, low-e coating on #2 surface glazing. These doors will have closer and automatic operator recessed in the floor. No panic hardware is required. The U-value is .3.

The exterior doors at the PH staircase and other back of house doors to pool equipment and mechanical spaces are 1 ¾" thick painted aluminum doors with painted aluminum frames. These doors with the exception of the PH stair vestibule and egress doors will be locked with card reader access for building maintenance access only. All exterior doors to stairs, (fire) public vestibules, and mechanical back-of-house spaces will be a minimum 45-minute fire-rated doors. The U-value is .3.

There are no sliding glass doors.

See section (1)(ii) on exterior windows for detailed glazing information.

EXTERIOR ENTRANCES	
Material	ALUMINUM
BRAND	ALUMIL
HARDWARE	GU
CAULKING	DOW 791
U FACTOR	0.232 - GLAZING
THERMAL BREAK	YES
NUMBER OF GLAZING PANELS	8
WARRANTY	2 YEARS

(ii) vestibule doors and frames (material, type, lock);

The front entrance is to be painted aluminum framed with painted aluminum doors with tempered glass and will be ADA compliant and free of tripping hazards.

Egress doors and entrance to the community facility and commercial space to the exterior to be aluminum framed with painted aluminum panel finish with tempered glass to match front entrance. Doors to have keyed lockset and will be ADA compliant and free of tripping hazards.

Entrance marquee to be glass and aluminum cladding extending 6'-0" from building perimeter.

(iii) exterior stairs (material, location); No exterior stairs.

(iv) railings (material, location); Railings are steel posts supporting painted aluminum cladding.

(v) mail boxes (type, location); Mailboxes are USPS approved mailboxes and are provided in the mail room off the reception.

(vi) lighting (type, location). The entrance will have exterior lighting. The residential entrance will have 1" round stake-mounted led fixtures with adjustable aiming and locking at each of the two planters located on either side of the residential lobby doors. There will also be exterior LED strip lights concealed behind each of the planters and mounted to the decorative metal screen on either side of the lobby doors. The residential entrance marquee will have approximately seven 2" round led integrated downlights with adjustable aiming and locking. There will also be 3" round exterior rated in-grade up light for façade illumination located adjacent to each of the vertical façade brick piers.

(6) Service entrances.

(i) doors and frames (material, type, lock);

Door to the egress corridor will be located to the south side of the main residential entrance with a corridor back to the stair, elevator and package room. Access will be monitored and restricted by Building's security system. Door will be painted aluminum with tempered glass.

Doors and frames to service areas and public corridor (with exception of residential unit entrances which are wood doors and hollow metal frames), shall be painted hollow metal and will meet the New York City Building Code requirements including being 90-minute fire rated self closing.

The unit interior doors shall be solid core wood stile and rail doors with painted wood frames. The interior solid core wood doors shall have a warranty in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship.

(ii) gates (material, type, lock); No gates.

(iii) exterior stairs (material, location); No exterior stairs.

(iv) railings (materials, location). No railings located at service entrances.

(7) Roof and roof structures.

(i) type roofs for all areas: The Main building roof system is concrete pavers with pedestals and rigid insulation, on concrete fill sloped to drains. The bulkhead, sixth and 13th floor roofs are an IRMA system with a hot rubberized asphalt.

(a) material; modified bitumen membrane

(b) insulation (size, type and insulating value if available); All roofing has a continuous rigid insulation. Insulation is R-5/inch rigid insulation extruded polystyrene. All roofing to have a minimum 7" typical extruded polystyrene insulation and where insulation tapers to a drain and/or other mech penetration, 4" minimum extruded polystyrene insulation will be provided.

(c) surface finish; The surface finish will be white.

The exterior garden at the ground level will be a 24”x 48” basalt stone paver, thermal finish and the water feature and bench will be a jet mist, honed finish.

The pavers on all private terraces from levels 7-12 and the Rooftop public terrace will be a 24” x 24” Hanover Prest paver, natural Tudor finish. All pavers at terraces from levels 7-12 will be on a pedestal system with flexible leveling shims.

There is no green roofing system.

(d) bond or guarantee; 20-year warranty from date of install sign-off.

20 years material manufacturer warranty and one-year labor.

(e) flashing materials including counter flashing. Fluid membrane flashing with stainless cap flashing.

The deck surface at all terraces will be Hanover preset pavers, high density, hydraulically pressed concrete units, are manufactured to 1/8” tolerances and produced by subjecting the concrete mix to a minimum pressure of 1,000 pounds per square in over the entire surface area. This results in a product with the density and strength of natural stone. The pavers will be 24” wide x 24” long x 2” deep.

Yes, roof paver is appropriate for daily foot traffic.

Yes, roof paver is acceptable by the manufacturer to retain the roof warranty.

(ii) drains: Primary and secondary spot drains on roof sloped to drains.

(a) location, material and type; Cast iron drains on all roofs and terraces.

(b) gutters and leaders (type, material). One gutter located on west side of building, cast iron leaders.

(iii) Skylights (location, type, material). There is no skylight.

(iv) bulkheads: Bulkheads will be constructed of concrete block walls and concrete columns/beams with perforated metal panel as well as brick on masonry block wall.

The stairway access to the roof shall comply with 2014 New York City Fire Code.

(a) stairs (material); There is one interior egress stair at the bulkhead that serves all floors.

(b) elevator (material); Elevator 1 serves floor 12 of the bulkhead and the machine room is located on floor 14 above the hoistway and is constructed of concrete shear wall and concrete block walls.

(c) other.

(v) metal work at roof levels: The metal work at the roof levels will consist of perimeter roof railings constructed of painted aluminum with steel posts.

(a) exterior, metal stairs (material); There are no exterior stairs.

(b) vertical ladders, including gooseneck (material); All vertical ladders, including gooseneck to penthouse roof, will be provided and installed as required by code and will consist of galvanized painted steel.

(c) railings (material); All railings to be painted aluminum with steel posts.

(d) hatches to roof (type, material); There is one roof maintenance access hatch to the bulkhead roof.

(e) other.

(vi) rooftop facilities. There will be a public amenity rooftop facility at the west side of the 12th floor. There is a private amenity on the east side of the 12th floor only accessed by Penthouse A.

(8) Fire escapes.

(i) location (describe how attached and supported); There are no fire escapes on this building.

(ii) floors covered; N/A

(iii) drop ladder; N/A

(iv) type; N/A

(v) materials. N/A

(9) Yard and courts.

(i) paving (material); There will be a landscaped Garden on the west side of the First Floor. Paving to be stone pavers.

(ii) drainage (type and material); Drainage will be provided by way of area drains with sloped fill to drains.

(iii) railings (material); There are no railings at the Garden.

(iv) stairs (material); There are no stairs.

(v) fencing (type and material); There will be no fencing.

(vi) walls (type and material). The Garden walls will be masonry and stone clad concrete walls to enclose the Garden from the adjacent lots.

(10) Interior stairs.

All common egress stairs, residential and commercial, shall comply with 2014 New York City Building and Fire Codes. The interior convenience stair at Penthouse A shall comply with 2014 New York City Building Code.(i) number of stairs of each type; The residential egress interior stairs are precast concrete stairs with cast in abrasive nosing. The Penthouse A spiral stair will be steel framed stair with wood treads. The commercial stair will be precast concrete with cast in abrasive nosing.

(ii) enclosure (construction and interior finishes); The residential portion of the building will have two internal egress stairs. The commercial portion will have one stair connecting from Cellar to the First Floor. These stairs will be constructed of two hour rated drywall partitions or will utilize a concrete shear wall or block wall construction on at least one side.

(iii) stair construction (steel, concrete, wood); (see above)

(iv) stringers (material); Stringers to be precast concrete. Penthouse A spiral staircase to be steel framed.

(v) treads (material); The treads will be precast concrete. Penthouse A stair will be steel framed stair with wood treads.

(vi) risers (material); The stair risers will be precast concrete. Penthouse A stair to be steel framed with wood finish.

(vii) guard rails (material); The interior stairs to have metal guardrails. Penthouse A spiral staircase to have a wood railing.

(viii) balustrade (material). There are no stair balustrades.

(11) Interior doors and frames.

DOORS	
Material	ALUMINUM
BRAND	ALUMIL
HARDWARE	GU
CAULKING	DOW 791
U FACTOR	0.232 - GLAZING
THERMAL BREAK	YES
NUMBER OF GLAZING PANELS	406
SPECIAL FEATURES	CUSTOM CURVED INSWING OPENING
WARRANTY	2 YEARS

There are 1 ¾" grey stained wood doors with 3 ¼" grey stained wood frames for the apartment entry doors with 45-minute fire rating.

The interior apartment doors (i.e. foyer, bedroom, walk-in closets) are 1 ¾" grey stained wood doors with 2 ¼" grey stained wood frames.

The interior apartment bathroom doors are 1 ¾" grey stained wood doors with 2 ¼" grey stained wood frames and 1 5/8" fluted glass doors with 1" painted hollow metal frames where toilets and showers are in separate compartments.

Public corridor doors are 1 ¾" grey stained wood doors with grey stained wood frames. Public corridor doors are minimum 45-minute fire rated, maximum 90-minute fire rated where required.

The back-of-house doors (cellar, ground level and bulkhead) are 1 ¾" painted hollow metal doors with painted hollow metal frames. Doors to mechanical spaces to be minimum 45-minute fire rated doors, maximum 90-minute fire rated doors where required.

All interior stair and egress doors are painted hollow metal doors and frames and are 90-minute fire rated.

The residential living room doors at the ground floor are 1 ¾" painted hollow metal doors and will be 45-minute fire rated doors.

All doors and frames shall have fire-rating label as required. Doors within a 1-hour rated wall will have an "C" label, doors within a 2-hour rated wall will have a "B" label.

(i) unit entrance and interior doors and frames;

The unit interior doors shall be solid core wood stile and rail doors with painted wood frames. The interior solid core wood doors shall have a warranty in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship.

(ii) corridor doors and frames;

Doors and frames to service areas and public corridor (with exception of residential unit entrances which are wood doors and hollow metal frames), shall be painted hollow metal and will meet the New York City Building Code requirements including being 90-minute fire rated self closing.

(iii) stair hall doors and frames;

Doors and frames to stairs to be 90-minute fire rated wood door with hollow metal painted frame or 90-minute hollow metal door with hollow metal frame self closing.

(iv) roof doors, basement doors and frames. All roof and cellar doors are hollow metal door with hollow metal frame with the exception of Cellar fitness studio door which is a fire rated wood door with wood frame self-closing.

(12) Elevators.

(i) number of passenger and service elevators; The building will have a duplex elevator group, with two (2) passenger elevators.

(ii) manufacturer, age of each and capacity (in pounds and number of passengers); There will be one (1) 2500lb capacity elevator and one (1) 3500lb capacity elevator, with both elevators as new installation, manufacturer Hollister-Whitney Elevator Co. LLC.

(iii) type of operation for each elevator by elevator number or location in building (for large numbers of elevators describe by class-passenger/ freight);

(iv) automatic (type of controls); Each elevator will be Class A loading elevators, with duplex selective collective operation.

The controls for the elevators will be automatic Duplex selective collective controls.

(v) floors served; Floors served by the two (2) elevators will be as follows:

Elevator 1 and 2 will serve the cellar and floors 1 to 11. Elevator 1 will also serve the 12th floor.

(vi) type (hydraulic; gearless); The type of elevators are as follows: two (2) 350 fpm gearless elevators.

(vii) doors (sliding, swinging, manual, automatic); The type of elevator doors are as follows: single speed side opening, automatic.

(viii) location of machine rooms; The elevators machine room will be located on the 14th floor above the hoistway.

(ix) DC motor (manufacturer);

(x) AC motor-generator set (manufacturer);

(xi) other.

(13) Elevator cabs.

(i) kind (manufacturer); The elevator cab manufacturer is Hollister-Whitney Elevator Co. LLC.

(ii) floor (material); The floor will be stone.

(iii) walls (material); Walls will be blackened brass metal panels with blackened brass metal railing.

(iv) ceiling (material); Ceilings will be a blackened brass metal panel.

(v) lighting; The lighting will be comprised of LED downlights and a light cove around the ceiling perimeter.

(vi) alarm, safety system. Combination smoke and carbon monoxide detectors will be located in all residential units near the sleeping rooms. All sprinkler heads are monitored by tamper and water flow switches. Smoke detectors will be located in the compactor room and in the mechanical and electrical rooms. Fire alarm system, if required by code for the commercial units, will be the responsibility of the commercial unit owner.

(i) Auxiliary facilities:

There is a package room on the Ground Floor located behind the Lobby reception desk that is 6'-6" wide by 12'-9" long.

The Mailroom is 5'-9" wide by 8'-2" and located on the Ground Floor adjacent to the Lobby.

There is a Bicycle room located in the Cellar level which is for tenant bike storage and is 19'-4" wide by 8'-4".

There is a Tenant Storage room located in the Cellar level that is 34'-3" wide by 29'-6" at its shortest length. The tenant storage room contains 28 metal storage cages, one for each residential unit. The Tenant Storage room is constructed of painted concrete floor, 1-hour rated gypsum walls on metal studs with a vinyl wall base and 2- hour rated concrete walls. The ceiling is an exposed concrete with cover coat compound. Security access to the storage room is maintained through card access.

(1) Laundry rooms.

(i) location and number of rooms; Washer and dryers are located in residential units. There will also be a laundry room in the Cellar.

All residential dryers are of electric condensing vent-less type. This applies to the drying in the cellar as well as in the apartments.

(ii) clothes washers, number and type (e.g. heavy duty, coin operated, electric, gas);

Clothes washers are electric and are in each unit, manufactured by Whirlpool, model no. WFW560CHW

There are 2 Whirlpool washers, model no. WFW560CHW in the Cellar.

(iii) clothes dryers (number and type);

Clothes dryers are gas and are in each unit, manufactured by Whirlpool, model no. WFW560CHW

There are 2 Whirlpool dryers model no. WFW560CHW in the Cellar.

(iv) room ventilation (method and final exhaust); Room ventilation – general exhaust is provided.

(v) dryer ventilation (method and final exhaust). Dryer ventilation is not provided.

(2) Refuse disposal.

(i) incinerator(s) (number, location, capacity, type, manufacturer); None

(ii) compactor(s) (number, location, capacity, type, manufacturer); One compactor is located in the refuse room in the Cellar. The manufacturer is Precision Machinery, model is XM-40. Recycling bins will be provided on every floor from levels 2 through 9 at the refuse room.

(iii) approvals by authority having jurisdiction (date of each approval); Approvals regarding the above will be obtained by authority having jurisdiction (see section 6, permits).

(iv) initial storage location (ultimate storage location); Storage units will be provided in the Cellar. There will be 28 total storage lockers. See Schedule B – 'Storage Matrix' for areas.

(v) pick-up schedule, and whether public or private provider Two times per week.

- (j) Plumbing and drainage. Domestic hot water connection is provided at the top of the trash chute for wash down. Floor drain provided in the trash room in the cellar.
- (1) Water supply. Incoming 3" domestic water service and 6" fire service from NYC DEP city water main on University Place. Each service is provided with appropriate water meter and primary backflow device in accordance with NYC DEP requirements. Main shutoff valves for both the domestic water and fire service to be located within the Domestic Water Service & Pumps room in the cellar (C-05). Incoming water service material shall be ductile-iron pipe. Piping shall be insulated via fiberglass pipe insulation. Building domestic water system is pressurized via duplex upfeed booster pumps to provide adequate flow and pressure to the building domestic water system. Domestic water booster pumps shall be Grundfos model 99917196 CR 10-7 A-GJ-A-E-HQQE 60 Hz. Pump skid package shall include a 1-year service contract with the pumps being having a 5-year warranty and the motors having a 20-year warranty. The domestic water system is separated into two pressure zones via master pressure reducing valve assembly. All cold water, hot water, and hot water recirculating piping shall be insulated via mineral-fiber, preformed pipe insulation. Cold water piping shall be 1" thick while hot water and hot water recirculating piping shall be 1" thick for piping 1 ¼" and smaller and 1 ½" thick for piping 1 ½" and larger.

(2) Fire protection system.

(i) standpipes (material, size, location); Standpipes located in stair A&B. 6" black steel.

(ii) hose racks, hoses and nozzles (location); Fire hose valves located on floors cellar through roof in Stair A&B. Tower level 1-3 in stair A. Ground floor additionally in the non-commercial art gallery & retail space.

(iii) sprinkler heads (type system, location); Automatic wet system for all spaces on floors cellar through 11 except main electrical room, MDF, and detention tank in cellar. Floors roof through tower level 3 are served by dry sprinkler system with floors roof and tower level 1 having some areas with wet sprinklers.

(iv) siamese connection (type, location). (2) 2 ½" x 2 ½" x 6" FDC on University place façade.

(3) Water storage tank(s) and enclosures.

(i) number, type, location of each; Domestic water storage tank type heaters. (2) 119-gallon tanks in cellar. (2) 100-gallon tanks & 8-gallon tank on roof level. (1) 3,777.66-gallon storm detention tank in cellar

(ii) material (interior, exterior and roof of tank); Cellar tanks are glass interior lined baked enamel with a round steel enclosure. Tanks on roof are PVI AquaPLEX engineered material – company trademark. Detention tank is concrete.

(iii) access to tank (e.g. vertical gooseneck ladder); Access to detention tank via access hatch in wall and ladder.

(iv) capacity (total gallons); See above

(v) capacity (fire reserve). N/A

(4) Water pressure and how maintained. Duplex constant pressure domestic booster pumps in cellar.

(4) Storage:

There is a Tenant Storage room located in the Cellar level that is 34'-3" wide by 29'-6" at its shortest length. The tenant storage room contains 28 metal storage cages, one for each residential unit. The Tenant Storage room is constructed of painted concrete floor, 1-hour rated gypsum walls on metal studs with a vinyl wall base and 2- hour rated concrete walls. The ceiling is an exposed concrete with cover coat compound. Security access to the storage room is maintained through card access.

(5) Mail/Package:

The Mailroom is 5'-9" wide by 8'-2" and located on the Ground Floor adjacent to the Lobby. The walls are painted mid grey smooth finish with a 3'-0" marble stone base. There is a grey marble stone counter, honed finish provided. The floor is also marble stone, honed finish. The drywall ceiling is a painted mid grey smooth finish.

There is a package room on the Ground Floor located behind the Lobby reception desk that is 6'-6" wide by 12'-9" long. The walls are painted white with a 4" painted baseboard. There is a grey laminate countertop provided. The floor is concrete, sloped to floor drain. The drywall ceiling is a painted mid grey smooth finish.(5) Sanitary sewage system. Connection to municipal sewer has been approved by NYC DEP.

(i) sewage piping (materials); Cast iron no hub soil pipe. Schedule 40.

(ii) sewage pumps (if any); Duplex sewage ejector pumps in pit in cellar.

(iii) sewage disposal (public/private; treatment; drainfield; sewer). Outgoing combined sanitary/storm sewer to city sewer.

(6) Permit(s) required. List and include date(s) obtained. See section (u) for other details.

a. DEP Site Connection Plan: SCP-18767. Approval date of 10/07/2021.
b. BPP: 141005061. Approval date of 05/27/2021.
c. Parks Filing: 34617
d. DOB Filing: M00492685-I1
e. Marquee Filing: Not currently filed, to be filed shortly
f. Mechanical Filing: M00492685-S4
g. Plumbing Filing: M00492685-S5
h. Sprinkler/Standpipe Filing: M00492685-S6
i. Temporary Standpipe Filing: M00571343-I1
j. Arcs Filing: 2021-TMARCS-008316-PLAN
k. Fire Alarm Filing: 2021-TMFALM-00815-PLAN
l. Fence Filing: M00564951

(7) Storm drainage system.

(i) catch basins (location); N/A

(ii) yard and roof drains (location); Area & planter drains in rear courtyard and alley. Marquee drains above entrance. Roof drains located on floors 7 through tower level 1 & bulkhead roof.

(iii) piping (materials); Cast iron hub & spigot soil pipe. Schedule 40.

(iv) eject or sump pumps (describe in detail and describe conditions requiring pumps). Duplex sump pumps for storm drainage from rear courtyard and alley utilized for storm piping routed underground to be pumped into the detention tank. Sump pumps in elevator shafts to remove water from hoist way. Duplex sump pump model Xylem Goulds WS2038D3 with 81% efficiency at full load. Elevator sump pump model Xylem Goulds WE0518H with 68% efficiency at full load. Pumps shall include a 1-year service contract with the pumps being having a 5-year warranty and the motors having a 20-year warranty.

(k) Heating.

(1) Heating and distribution of domestic hot water and whether capable of providing peak required services. Describe heating system's ability to maintain legally required conditions under anticipated weather conditions, specifying internal temperature and ambient temperature used in calculations; Domestic hot water system on two zones. Cellar and first floor are fed from cellar electric domestic water heaters with recirc pumps to maintain temperature in pipes. 2nd floor and up served from roof gas fired domestic water heaters with recirc pumps to maintain temperature in pipes. Both systems designed for peak demand recovery and both systems utilize storage tanks for on demand hot water. Domestic water heaters increase temperature of the water from 40 degrees to 140 degrees after which it is blended down to 120 degrees for distribution. Electric domestic water heaters model AO Smith DSE 120. Each domestic water heater has a 120-gallon capacity (2 total) with 3-year limited warranty and 98% efficiency. Gas fired domestic water heater model PVI Conquest – 30 L 100A-GCL.

Each domestic water heater has a 100-gallon capacity (2 total) with a 15-year warranty (8 years full, 7 years prorated) and 97% efficiency. Hot water and hot water recirculating piping shall be 1" thick for piping 1 ¼" and smaller and 1 ½" thick for piping 1 ½" and larger. Insulation type to be mineral-fiber, preformed pipe insulation with a minimum R-value of R-3.

(2) Number of boilers and description;

(3) Manufacturer and age of boiler(s) (model, R20.7(k) capacity; alternatively, give type, approximate age and approximate remaining useful life); No boilers.

(4) Manufacturer and age of burners (model; alternatively, give type and approximate remaining useful life); N/A

(5) Type of controls;

(6) Radiators, piping, insulation, valves, pumps; N/A

(7) Fuel (if oil give type and grade; if gas give type and supply system); N/A

(8) Location of oil tank, materials, enclosure; N/A

(9) Capacity of oil tank. N/A

(l) Gas supply (if not described above).

(1) type; One dedicated 4" service for the emergency generator. One gas service serving residential cooking, HVAC ERU, and domestic water heater. There is also space allocated for a future retail meter.

(2) meters; (4) main meters for emergency generator, cooking, domestic water heater, and HVAC ERU. Space for additional meter in the future.

(3) piping. Schedule 40 black steel. 4" and larger welded, 3" and smaller threaded.

- Heating system: Heating is via LG VRF heat pumps, energy recovery ventilator ConsERV ERV-C-1 or the Annexair indirect gas fired rooftop energy recovery unit ERU-14-1. Refer to the table below for unit models, capacity, system type, warranty and energy efficiency rating.

HEATING EQUIPMENT

TAG	MODEL	HEATING CAPACITY	SYSTEM TYPE	WARRANTY	HEATING ENERGY EFFICIENCY RATING
ERV-C-1	N2NH	55,040 BTUh	Energy Recovery Ventilator	10 years on energy recovery cores, 1 year on all other components.	13
ACC-1	ARUM336BTE5	385.3 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	9.4

ACC-2	ARUM121BTE5	137.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	11.7
ACC-3	ARUM121BTE5	137.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	11.7
ACC-4	ARUM121BTE5	137.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	11.7
ACC-5	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.9
ACC-6	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.9
ACC-7	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.9
ACC-8	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.9
ACC-9	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	11.5
ACC-10	ARUM144BTE5	165.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.7
ACC-11	ARUM144BTE5	165.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	12.4
ACC-12	ARUM168BTE5	192.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	9.3
ACC-13	ARUM168BTE5	192.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor,	9.7

				parts and components.	
ACC-DOAS	ARUM096BTE5	110.1 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	10.6
ACC-EMR	LSU120HSV5	13,600 BTUh	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	11.4
ERU-14-1	ERP-I-04-EW-C-HR-HG-SS-AZ12	189 MBH input/151 MBH output	Gas fired energy recovery unit	12 months from startup or 18 months from date of invoice	79.8 % Et

All supply ductwork conveying conditioned air shall be insulated to a minimum of R-6 per specifications and NYC 2020 Energy Conservation Code.

(m) Air conditioning.

(1) type of system; Air cooled VRF with energy recovery and dedicated outdoor air system for ventilation.

(2) central system (manufacturer, model and capacity); Fan coils in units, BOH spaces and air-cooled condensers on the roof. Split VRF DOAS system too. air-cooled ERU for apartment & corridor ventilation/exhaust on roof.

(3) cooling towers, condensers (roof top, self-contained units, including number, location and description); Air cooled condensing units for VRF system located on the upper mechanical levels.

(4) individual units covered by the offer (window/sleeve - specify number, capacity, amperage and efficiency). Fan coil(s) and branch selector box within each unit. Outdoor condensing units are shared by multiple units.

TAG	MODEL	COOLING CAPACITY	SYSTEM TYPE	WARRANTY	COOLING ENERGY EFFICIENCY RATING	LOCATION
ERV-C-1	N2NH	4.15 tons	Energy Recovery Ventilator	10 years on energy recovery cores, 1 year on all other components.	13	INDOOR
ACC-1	ARUM336BTE5	331.5 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	15.4	ROOFTOP

ACC-2	ARUM121BTE5	117.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	22	ROOFTOP
ACC-3	ARUM121BTE5	117.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	22	ROOFTOP
ACC-4	ARUM121BTE5	117.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	22	ROOFTOP
ACC-5	ARUM096BTE5	94.9 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	19.6	ROOFTOP
ACC-6	ARUM096BTE5	94.9 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	19.6	ROOFTOP
ACC-7	ARUM096BTE5	94.9 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	19.8	ROOFTOP
ACC-8	ARUM096BTE5	94.9 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	19.8	ROOFTOP
ACC-9	ARUM096BTE5	95.8 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	22	ROOFTOP
ACC-10	ARUM144BTE5	142.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	18	ROOFTOP
ACC-11	ARUM144BTE5	142.6 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	22.4	ROOFTOP
ACC-12	ARUM168BTE5	165.2 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	15.2	ROOFTOP
ACC-13	ARUM168BTE5	165.2	VRF/Outdoor Condensing Unit	10 years on compressor,	16.5	ROOFTOP

				parts and components.		
ACC-DOAS	ARUM096BTE5	96.2 MBH	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	18.8	ROOFTOP
ACC-EMR	LSU120HSV5	12,000 BTUh	VRF/Outdoor Condensing Unit	10 years on compressor, parts and components.	12.5	ROOFTOP
ERU-14-1	ERP-I-04-EW-C-HR-HG-SS-AZ12	147 MBH	Air cooled energy recovery unit	12 months from startup or 18 months from date of invoice	10.6	ROOFTOP

- Rooftop equipment is corrosion resistant.
- Rooftop equipment has vibration isolation and/or mounting curbs per specifications and unit schedules.
- The only air conditioning piping on the roof is refrigerant piping that serves the indoor units within the individual apartments. Refrigerant piping shall have 1-1/2" insulation.
- The above listed table has the outdoor units that split to serve multiple units and spaces. The indoor units are controlled by thermostats that call for heating or cooling. The indoor units are ducted. Refer to plans for unit locations. LG was the installed manufacturer and refer to the above table for warranty.

(n) Ventilation.

Residential kitchen exhaust is 400 cfm per unit ducted to the kitchen hood and returned back to the Annexair rooftop energy recovery unit.

Bathrooms: Interior residential bathrooms will be ventilated with an exhaust ventilation system as required by NYC code, returned to the Annexair rooftop energy recovery unit.

Residential Dryers: Gas clothes dryers in Residential Units will not be vented by a central laundry exhaust system.

Non-Residential Bathrooms: Interior non-residential bathrooms will be ventilated with an exhaust fan as required by NYC code.

Storage Room: Storage rooms will be ventilated with exhaust ventilation system as required by NYC code.

Public Corridors: Typical floor corridors will be ventilated with an exhaust ventilation system.

Laundry Room: Central laundry room in the Cellar will be provided with a fan forced exhaust system?

Residential Units: Habitable rooms of Residential Units will be provided with natural ventilation by operable doors have 50 CFM of constant exhaust and 400 CFM of exhaust when the hood is in use by

means of a zone control terminal (ZRT). Each apartment bathroom has 30 CFM of exhaust. Each apartment receives tempered outdoor air from the rooftop ERU to offset exhaust proportional to the number of bathrooms in each unit. Corridors are pressurized and ventilated by the ERU on the roof. No garages are present at this site. In unit laundry does not require dedicated ventilation or exhaust beyond what is already provided in the unit. The cellar laundry room is ventilated by the fan coil unit serving the space. The cellar laundry room condensing dryers do not require dedicated exhaust. Fireplaces by fireplace consultant.

(o) Electrical system.

(1) service from main service switchgear (amperes, voltage, phases, wire, protective equipment);

One (1) 120/208V, 4000 Ampere, 3-phase, 4-wire electrical service will be provided by Con Edison. A 4000A 120/208V switchboard will be installed in the cellar electrical switchboard room which serves the entire building. A single Con Edison meter will be provided for this electrical switchboard.

The Retail space will be provided with a connection to one (1) dedicated 600 ampere 120/208 volt service with direct ~~a~~ Con Edison meter with is fed from the 4000A switchboard. The Retail tenant(s) will provide their own downstream distribution.

(2) service to individual units (risers, etc.);

Two (2) meter centers are provided and fed from the switchboard in the basement. These meter centers feed individual residential units. The two (2) penthouses have dedicated feeds from the switchboard in the cellar with dedicated building sub-meters for each of the penthouses.

(3) compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards);

Two (2) meter centers will be provided for electrical services being provided to the residential units. One (1) 800A 120/208V meter center will be on the 2nd floor and will serve the residential units on floors 2-4. One (1) 1200A 120.208V meter center will be installed on the 5th floor and will serve the residential units on floors 5-9. These two-meter centers are being fed from the 4000A switchboard in the cellar. Each meter center will have dedicated sub-meters for each of the residential units.

(4) unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers;

Each residential unit is provided with 120/208V 125 Ampere panel and the penthouses units are provided with 120/208V 225 Ampere panels. The number of circuit breakers/spaces in these panels range from 42 to 52 including spares depending on the apartment size.

All wiring in the residential units is copper. General power and lighting are utilizing 20Amp circuit breakers with #12AWG wiring. Equipment, such as the electrical dryer and oven are utilizing 40Ampere breakers with #8AWG wiring.

(5) Emergency Power:

A 300kW natural gas engine driven emergency generator will be provided to support all code required and optional loads. These will include emergency fire alarm system, sump and ejector pumps, fire

service elevators, emergency lighting in public and common areas, and other various loads. Separate transfer switches and its associated distribution systems will be provided for the loads described above in accordance with the local code requirements.

(6) Adequacy:

(i) service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwashers and electric dryers;

The number of circuit breakers/spaces in these panels range from 42 to 52 including spares depending on the apartment size.

Circuits will be provided in each Residential Unit with the capacity to handle all anticipated loads within the Residential Unit. The equipment will be rated to comply with NEC-2008 with NYC Amendments and takes into account all equipment provided in Residential Units such as washing machines, clothes dryers, dishwashers, microwaves, etc. Arc Fault Circuit Interrupter (AFCI) and Ground Fault Circuit Interrupter (GFCI) will be provided as per National Electric Code (NEC) requirements.

Capacity provided for each Residential Unit will be in accordance with Code requirements. Residential Unit feeders and electrical panel boards vary in size based on unit square footage, equipment load and length of feeder (to compensate for voltage drop).

(ii) lighting and fixtures;

Switched outlets for lighting fixtures will be provided in living areas, and bedrooms. Ceiling recessed light fixtures will be provided in Foyers, Kitchens, Bathrooms and walk-in Closets. Fixtures will be LED. A Junction box for future unit owner fixtures will be provided in the ceiling in an area proposed for a resident's future dining room table in some units.

(iii) convenience outlets, appliance outlets.

Convenience Outlets will be provided per section 210, Part III of the 2008 NEC with NYC Amendments. Ground fault receptacles will be provided in all bathrooms, and kitchens. All outlets, other than those that are GFCI protected or require a voltage than 120 volts, shall be connected to arc fault circuit breakers. Appliance receptacles will be provided in kitchens, living areas and other rooms where appliance locations are identified. Residential Terraces will include an exterior light fixture(s) and a waterproof GFCI electrical receptacle.

(p) Intercommunication and/or door signal systems, security closed circuit TV.

The building has video intercom system at the front door and lobby desk which is connected to a voice only intercom located in the residential unit. The concierge can call the all residential units with the ability transfer call to a smart phone.

The building has an IP based CCTV security system comprised of multi-mega pixel cameras. Cameras are located in designated areas. All cameras record 24/7 to a Network Video Recorder (NVR) on premises. The NVR has a management and storage system with the ability to playback recorded data at the concierge desk or at the super's office.

Television service will be contracted directly by unit owners.

(q) Public area lighting. Public area lighting will be designed in accordance with the custom interior design and will comply with the NYC Department of Buildings lighting requirements.

Public area lighting shall comply with all applicable codes.

Refer to Schedule A – Lighting Fixture Schedule for more detailed lighting information.

Public Spaces inclusive of lobbies and all interior/ exterior public amenity spaces: Lighting will be furnished for the public areas of the building through the use of energy efficient LED. The light levels will meet or exceed the requirements as stated in the New York City Building Code and will provide adequate lighting to the public, interior and exterior spaces. All common areas throughout the building, including stairways, will be provided with ceiling or wall mounted lights. The lobby and amenity spaces will be provided with an intelligent lighting control system.

(r) Garages and parking areas. There is no garage or on-site parking.

(1) location of garages (description of facility); N/A

(2) location of parking areas (number of spaces in each); N/A

(3) surfaces (materials used, lighting, fencing etc.); N/A

(4) parking (attended or unattended); N/A

(5) garage ventilation (method and equipment); N/A

(6) garage fire protection (method and equipment); N/A

(7) drainage. N/A

(s) Swimming pool(s). There are no swimming pools.

Describe in detail:

(1) type (concrete, material composition) and location on property; N/A

(2) size, including length, width, depth, and approximate number of bathers permitted at any time; N/A

(3) enclosure (material including roof); N/A

(4) pumping and filter system (describe material); N/A

(5) water heating equipment or usage of building's hot water (feed or heat exchangers); N/A

(6) if on building roof, specify structural support system. N/A

(t) Tennis courts, playgrounds and recreation facilities. There are no tennis courts/playgrounds. There is an amenity area in the Cellar. The amenity area will include a fully equipped fitness studio with treadmills and free weights. There will be bicycle storage and tenant storage in the Cellar and the Living room on the First Floor.

(1) Tennis courts. None

There is a fitness studio located at the Cellar level. The fitness studio has supply and return air ventilation provided to the space. The fitness studio contains clear mirrors with white plaster walls in smooth finish on the north, east and west walls. The south wall contains wood millwork cabinetry and shelving. The west wall has a recessed drinking fountain/bottle filler. Outlets will be provided in the wall baseboard. There is a freestanding circular column that will have wallcovering. The fitness studio ceiling will be painted purbeck mid grey or similar with recessed lights, return air grilles, and a light cove on the west wall. The flooring material is a 10" wood plank long with an acoustic underlayment (pliteq geniemat fit or equal). There will be various gym equipment laid out around the perimeter of the room on the north, west, and east walls which include but are not limited to: treadmill, bike, arc trainer, weight/dumbbell rack, bench, ski erg, functional training system, among others. Brown floor pads will be provided in the weight zone. There is a toilet room directly adjacent to this fitness space with a toilet and lavatory that will be finished with stone walls and vanity, painted ceiling with light cove above the toilet and recessed downlights and concrete floor sloped to drain. The maximum occupancy at the cellar "fitness studio" is 26 persons.

There is a recreation living room located at the Ground level. The maximum occupancy at the level 1 "living room" is 19 persons.

There is a recreation space called "the garden" at the Ground level. The maximum occupancy at the level 1 "the garden" is 7 persons.

There is a recreation space called "the rooftop" at the Level 12 roof. The maximum occupancy at the level 12 "the rooftop" is 18 persons. For the level 1 garden courtyard, two sets of outdoor lounge chairs (4 total) with an occasional table (2 total) be provided for each set of chairs.

For the Rooftop terrace on Level 12, the following may be provided:

- One round dining table, approximately 6' diameter, with six dining chairs.
- One three-seater outdoor sofa
- One lounge chair
- Two occasional tables
- One coffee table.

(i) type (clay, macadam, turf); N/A

(ii) number and size; N/A

(iii) lighting (number and type); N/A

(iv) fencing or enclosure (including distance between fence or enclosure and all sides of court). N/A

(2) Playgrounds. None

Describe location and size(s), fencing (if any), equipment types and sand bed or safety padding. N/A

(3) Other recreational facilities. (see above) There is an amenity area in the Cellar. The amenity area will include a fitness studio equipped with treadmills and free weights. There will be bicycle storage and tenant storage in the Cellar and the Living room on the First Floor.

Describe any beach or lake front, boating facilities, golf course(s), handball, basketball or other game courts. N/A

(u) Permits and certificates.

The following Permits & Approvals will be obtained as required:

1. New York City Department of Buildings:
    a. General Construction and Plumbing Permits
    b. HVAC Equipment Use Permit
    c. Temporary and Permanent Certificates of Occupancy
    d. Elevator Certification and Inspections
    e. Certificate of Completion from the Bureau of Electrical Control
2. New York Fire Department
3. New York City Parks Department

List of inspections/certificates to be provided:

1. LL11
2. Annual Boiler Inspection
3. Annual Tune Up
4. Triennial
5. Elevator Cat 1, Cat 5 and Periodic
6. Backflow inspection
7. Gravity tank inspection
8. Fire extinguisher inspections
9. Annual FDNY 505 sticker inspection (In-house)
10. LL152 gas inspection (every 4 years)
11. LL55 common area inspection (in-house or professional)
12. Annual bedbug filing
13. FDNY inspections (depends on the systems)

Annual inspections to be provided.

(v) Violations.

Any future building code violations will be corrected prior to issuance of Temporary or Permanent Certificates of Occupancy.

The partial stop work order with DOB BIS is still in effect; however, the Sponsor will ensure any outstanding violations are resolved prior to the closing.

(w) Unit information.

See Floor Plans, set forth in Part II of the Offering Plan for types of units identifying number of bedrooms and baths. Also see Schedule C & D of the Report which includes kitchen and bathroom appliances.

1. Residential Unit Finish Materials: All finishes are subject to the sponsor's right to substitute finishes of equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable.

a. Living Rooms, Dining Rooms, Entry Foyers and Bedrooms:
    i. Ceilings are to be painted gypsum board (GWB) and cement plaster coat on concrete slab.
    ii. Walls are to be painted gypsum board and backsplashes to have stone at kitchens.
    iii. Floors to be wood plank.
    iv. Bedroom closets shall have painted solid core wood doors and will contain a painted wood shelf with a brass pole.
    v. All doors to be solid core wood door and base trim to be painted wood.
b. Powder Rooms:
    i. Ceilings to be painted GWB.
    ii. Walls are to be painted gypsum board, stone tile and wood paneling.
    iii. Floors to be stone tile.
    iv. Doors to be solid core wood doors painted.
c. Secondary Bathrooms:
    i. Ceilings to be painted GWB.
    ii. Walls are to be painted gypsum board and stone tile.
    iii. Floors to be stone tile.
    iv. Tub decks to be stone slabs.
    v. Doors to be solid core wood doors painted.
d. Primary Bathrooms:
    i. Ceilings to be painted GWB.
    ii. Walls are to be painted gypsum board and stone tile.
    iii. Floors to be stone tile.
    iv. Tubs to be free standing decks to stone slabs.
    v. Doors to be solid core wood doors painted.
    vi. Shower will be walk-in, with stone tile wall and floor.
    See Schedule B Bathroom Appliance/Accessory Matrix'
e. Kitchen and Laundry Equipment: All equipment is subject to the sponsor's right to substitute equipment of equal or better quality as recognized by industry standards for performance, efficiency, longevity and/or other classifications as applicable:
    See Schedule C – 'Kitchen Appliance Matrix'
f. Commercial Unit Finish Materials: The Retail Unit will be unfinished.

Wood Floor: Havwoods or similar, 4 ¾" white oil stained or similar, clear matte varnish, chevron and flat plank pattern, minimum 5mm acoustic underlayment.

Carpet Floor 1: ITC Natural Luxury Flooring or similar, shifting sands, color 78782 taupe, minimum 5mm acoustic underlayment.

Carpet Floor 2: ITC Natural Luxury Flooring or similar, chablis, color 130122 mud, minimum 5mm acoustic underlayment.

For walls and ceilings, the following primer and finished paint coats will be provided:

A) Interior Drywall:

Flat Finish/Vinyl Acrylic Latex

Primer: Benjamin Moore Ultra Spec 500 Interior Latex Primer (N534)
PPG Speedhide Zero Interior Latex Primer 6-4900XI
Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Primer, B28-2600
First Coat: Benj. Moore Ultra Spec 500 Interior Latex Primer (N536)
PPG Speedhide Zero Interior Latex Flat 6-4110XI
S-W ProMar 200 Zero VOC Interior Latex Flat, B30-12600 Series
Second Coat: Benj. Moore Ultra Spec 500 Interior Latex Primer (N536)
PPG Speedhide Zero Interior Latex Flat 6-4110XI
S-W ProMar 200 Zero VOC Interior Latex Flat, B30-12600 Series
Total DFT not less than 3.6 mils

Eggshell Finish/Scuff Resistant Latex

Primer: Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
First Coat: Benj. Moore Ultra Spec Scuff-X Latex Eggshell (485)
Second Coat: Benj. Moore Ultra Spec Scuff-X Latex Eggshell (485)

Eggshell Finish/Vinyl Acrylic Latex

Primer: Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
PPG Speedhide Zero Interior Latex Primer 6-4900XI
S-W Pro Mar 200 Zero VOC Interior Latex Primer, B28-2600
First Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
PPG Speedhide Zero Interior Latex Eggshell 6-4310XI
S-W ProMar 200 Zero Interior Latex Eg-Shel, B20-1900 Series
Second Coat: Benj. Moore Ultra Spec Interior Latex Eggshell (N538)
PPG Speedhide Zero Interior Latex Eggshell 6-4310XI
S-W ProMar 200 Zero VOC Interior Latex Eg-Shel, B20-1900 Series
Total DFT not less than 3.8 mils

B) Interior Painted Wood:

Satin Finish/Latex

Primer: Benjamin Moore Advance Waterborne Int. Alkyd Primer (790)
PPG Seal Grip Interior Primer/Finish 17-951
S-W Multi-Purpose Latex Primer/Sealer B51 Series
First Coat: Benj. Moore Advance Waterborne Int. Alkyd Satin (792)
PPG Speedhide Zero Interior Latex Satin 6-4410XI
S-W Pro Mar 200 Zero VOC Interior Latex Eg-Shel, B20-1900 Series
Second Coat: Benj. Moore Advanced Waterborne Int. Alkyd Satin (792)
PPG Speedhide Zero Interior Latex Satin 6-4410XI
S-W ProMar 200 Zero VOC Interior Latex Eg-Shel, B20-1900 Series
Total DFT not less than 4.0 mils

Semi-Gloss Finish/Latex

Primer: Benjamin Moore Advance Waterborne Int. Alkyd Primer (790)
PPG Seal Grip Interior Primer/Finish 17-951
S-W Multi-Purpose Latex Primer/Sealer B51 Series
First Coat: Benj. Moore Advance Waterborne Int. Alkyd Satin (793)

PPG Speedhide Zero Interior Semi-Gloss Latex 6-4510XI
S-W Pro Mar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 Series

Second Coat: Benj. Moore Advanced Waterborne Int. Alkyd Satin (793)
PPG Speedhide Zero Interior Semi-Gloss Latex 6-4510XI
S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 Series
Total DFT not less than 3.8 mils

C) Primer for Fiberglass Faced Drywall:

1 coat Benjamin Moore 046 Fresh Start Acrylic Superior Primer
1 coat Glidden Prep and Primer Gripper Multi-purpose interior/exterior water-based primer sealer 3210-1200
1 coat Pratt & Lambert "Suprime" Interior Latex Enamel Undercoater Z1013/F1013
I coat Sherwin Williams "Builders Solution"

D) Interior Concrete Block:

Flat Finish/Vinyl Acrylic Latex Over Filler

Block Filler: Benjamin Moore Ultra Spec Masonry Int./Ext. High Build Block Filler (571)
PPG Speedhide HI Fill Latex Block Filler 6-15XI
S-W Pro Industrial Heavy-Duty Block Filler B42-150

First Coat: Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
PPG Speedhide Zero Interior Latex Flat 6-4110XI
S-W Pro Mar 200 Zero VOC Interior Flat Latex B30-12600 Series

Second Coat: Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
PPG Speedhide Zero Interior Latex Flat 6-4110XI
S-W Pro Mar 200 Zero VOC Interior Flat Latex B30-12600 Series
Total DFT not less than 10.7 mils

Eggshell Finish/Vinyl Acrylic Latex Over Filler

Block Filler: Benjamin Moore Ultra Spec Masonry Int./Ext. High Build Block Filler (571)
PPG Speedhide HI Fill Latex Block Filler 6-15XI
S-W Pro Industrial Heavy-Duty Block Filler B42-150

First Coat: Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
PPG Speedhide Zero Interior Latex Eggshell 6-4310XI
S-W Pro Mar 200 Zero VOC Interior Flat Eg-Shel, B20-1900 Series

Second Coat: Benj. Moore Ultra Spec 500 Interior Flat Eggshell (N538)
PPG Speedhide Zero Interior Latex Eggshell 6-4310XI
S-W Pro Mar 200 Zero VOC Interior Latex Eg-Shel B20-1900 Series
Total DFT not less than 10.9 mils

Semi-Gloss Finish/Vinyl Acrylic Latex Over Filler

Block Filler: Benjamin Moore Ultra Spec Masonry Int./Ext. High Build Block Filler (571)
PPG Speedhide HI Fill Latex Block Filler 6-15XI
S-W Pro Industrial Heavy-Duty Block Filler B42-150

First Coat: Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)

PPG Speedhide Zero Interior Semi-Gloss Latex 6-4510XI Series
S-W Pro Mar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 Series

Second Coat: Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)
PPG Speedhide Zero Interior Semi-Gloss Latex 6-4510XI Series
S-W Pro Mar 200 Zero VOC Interior Latex Semi-Gloss B31-2600 Series
Total DFT not less than 10.7 mils

E) Interior Ferrous Metal:

Satin Finish/Latex

Primer: Benjamin Moore Ultra Spec HP Acrylic Metal Primer (HP04)
PPG Pitt Tech Plus DTM Acrylic Primer 4020
Sherwin Williams Industrial Pro-Cryl Universal Primer, B66-3100 Series

First Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster (HP25)
PPG Pitt Glaze WB1 Pre-Catalyzed Eggshell Epoxy 16-310
S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series

Second Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster (HP25)
PPG Pitt Glaze WB1 Pre-Catalyzed Eggshell Epoxy 16-310
S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series
Total DFT not less than 3.9 mils

Semi-Gloss Finish/Latex

Primer: Benjamin Moore Ultra Spec HP Acrylic Metal Primer (HP04)
PPG Devflex 4020 PF DTM Primer/Flat Finish
Sherwin Williams Pro-Industrial Pro-Cryl Universal Primer, B66-3100 Series

First Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Semi-Gloss (HP29)
PPG Pitt Glaze WB1 Pre-Catalyzed Semi-Gloss Epoxy 16-510
S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series

Second Coat: Benj. Moore Ultra Spec-HP DTM Acrylic Semi-Gloss (HP29)
PPG Pitt Glaze WB1 Pre-Catalyzed Semi-Gloss Epoxy 16-510
S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series
Total DFT not less than 4.0 mils

F) Shop GRFG Paint: Two coats of BASF Uno HD, semi-gloss paint.

G) Concrete Floor Paint:

Primer: Corotech V155 Solid Epoxy Pre-primer
First Coat: Corotech V440 Waterborne Amine Epoxy
Second Coat: Corotech V440 Waterborne Amine Epoxy
Non-Slip Aggregate: Broadcast Corotech V630 Anti-slip aggregate.

Walls and Ceiling Paint at Units: Farrow & Ball wimborne white 239 a) estate emulsion (gloss 2%), b) estate emulsion (gloss 20%)

Walls and Ceiling Paint at All Areas: Farrow & Ball purbeck stone 275 mid-grey a) estate emulsion (gloss 2%), b) estate eggshell (gloss 20%)

Walls at Elevator Doors: black to match blackened mild steel

Kitchen countertops at Residential units (levels 2-9): E. Nielsen or similar, blue savoy grey marble, honed finish

Kitchen countertops at Penthouse units (levels 10-11): E. Nielsen or similar, calacatta borghini white marble, honed finish

Kitchen cabinets at all residential units: E TBC, solid & veneer, grey stained oak, oil/hardwax or matte acrylic finish

Level 1 shared living room countertops: a) E. Nielsen or similar, blue savoy grey marble, honed finish and b) E. Nielsen or similar, calacatta borghini white marble, honed finish

Level 1 shared living room cabinets: TBC, solid & veneer, black stained oak, oil/hardwax or matte acrylic finish.

INTERIOR FINISH SCHEDULE – Front of House Spaces

INTERIOR FINISH SCHEDULE										
TAG	**LOCATION**	**APPLICATION**	**MATERIAL**	**NAME/TYPE**	**COLOR**	**FINISH**	**FORMAT**	**SUPPLIER**	**LEED/WELL REQ.**	**NOTES**
CARPET (ICT-XX)										
ICPT-01	ELEVATOR LOBBY & CORRIDOR	FLOORING	WALL-TO-WALL CARPET	SHIFTING SANDS	78782 TAUPE		WALL-TO-WALL	TBC		
ICPT-02	ELEVATOR LOBBY & CORRIDOR	FLOORING	WALL-TO-WALL CARPET	CHABILIS	130122 MUD		WALL-TO-WALL	TBC		
FABRIC (IFB-XX)										
IFB-01	RESIDENTIAL UNITS	FAÇADE SHADE POCKET	CURTAIN: SHEER	CHIVASSO SUTTON HOUSE RELOADED OR SIMILAR	CH2451/071 OR CH2451/070		WAVE PLEAT 100% FULLNESS. DIMS TO BE CHECKED ON SITE.	TBC		INSTALLATION TO BE INSTRUCTED BY OWNERSHIP.
IFB-02	RESIDENTIAL UNITS	FAÇADE SHADE POCKET	CURTAIN: SHEER	CHIVASSO HONEST OR SIMILAR	CH2985/71 OR CH2985/070		WAVE PLEAT 100% FULLNESS. DIMS TO BE CHECKED ON SITE.	TBC		INSTALLATION TO BE INSTRUCTED BY OWNERSHIP.
IFB-03	RESIDENTIAL UNITS	FAÇADE SHADE POCKET	BLINDS: STANDARD LIGHT FILTERING	KVADRAT LOA OR SIMILAR	KVADRAT LOA 138		DIMS TO BE CHECKED ON SITE.	TBC		INSTALLATION TO BE INSTRUCTED BY OWNERSHIP.
IFB-04	RESIDENTIAL UNITS	FAÇADE SHADE POCKET	BLINDS: STANDARD LIGHT FILTERING	KVADRAT YODONO OR SIMILAR	KVADRAT YODONO 0201		DIMS TO BE CHECKED ON SITE.	TBC		INSTALLATION TO BE INSTRUCTED BY OWNERSHIP.
IFB-05	RESIDENTIAL UNITS	FAÇADE SHADE POCKET	BLINDS: BLACK OUT	KVADRAT RUSSEK OR SIMILAR	KVADRAT RUSSEL 0120		DIMS TO BE CHECKED ON SITE.	TBC		INSTALLATION TO BE INSTRUCTED BY OWNERSHIP.
GLASS (IG-XX)										
IG-01	CELLAR GYM; RESIDENTIAL UNITS	DOOR	LAMINATED FLUTED GLASS		CLEAR	FLUTED	REFER TO DRAWINGS FOR DIMS.	AGC OR SIMILAR		
IG-02	CELLAR GYM; L1 LOBBY	WALLS	CLEAR MIRROR		MIRROR		REFER TO DRAWINGS FOR DIMS.	TBC		
IG-03	CELLAR GYM; L1 LOBBY	WALLS	CLEAR TEMPERED GLASS (SAFETY GLASS)		CLEAR		REFER TO DRAWINGS FOR DIMS.	TBC		
IG-04	L1 RESIDENTIAL LOUNGE	DOOR AND TRANSOME	FLUTED GLASS (FIRE RATED)		CLEAR	FLUTED	REFER TO DRAWINGS FOR DIMS.	AGC OR SIMILAR		
METAL (IM-XX)										
IM-01	ALL AREAS	WALLS / TRIMS	BRASS		BRASS	MATTE ACRYLIC LACQUER	REFER TO DRAWINGS FOR DIMS.	TBC		
IM-02	ALL AREAS	WALLS / TRIMS	BLACKENED MILD STEEL		BLACKENED BRASS	MATTE ACRYLIC LACQUER	REFER TO DRAWINGS FOR DIMS.	TBC		
IM-03	RESIDENTIAL UNITS	WALLS / TRIMS	BLACKENED STAINLESS STEEL		BLACKENED STAINLESS STEEL	MATTE ACRYLIC LACQUER	REFER TO DRAWINGS FOR DIMS.	TBC		TO BE THE SAME OR SIMILAR TO IM-02
IM-04	ELEVATOR LOBBY	FLOORING	BLACKENED STAINLESS STEEL DRAIN MAT		BLACKENED STAINLESS STEEL	MATTE ACRYLIC LACQUER	REFER TO DRAWINGS FOR DIMS.	TBC		TO BE THE SAME OR SIMILAR TO IM-02
PAINT & PLASTER (IPT-XX)										
IPT-01	RESIDENTIAL UNITS	WALLS / CEILING	PAINT	WIMBORNE WHITE 239	WHITE	A: ESTATE EMULSION (GLOSS 2%) B: ESTATE EGGSHELL (GLOSS 20%)		FARROW & BALL		
IPT-02	ALL AREAS	WALLS	PAINT	PURBECK STONE 275	MID GREY	A: ESTATE EMULSION (GLOSS 2%) B: ESTATE EGGSHELL (GLOSS 20%)		FARROW & BALL		
IPT-03	L1 LOBBY	WALLS	PLASTER CLASSIC	CUSTOM COLOR TO MATCH IPT-002	MID GREY	SMOOTH FINISH		CLAYWORKS		
IPT-03 (ALT)	L1 LOBBY ALTERNATIVE	WALLS	PLASTER CLASSIC	CUSTOM COLOR TO COMPLIMENT IST-04	TBD	SMOOTH FINISH		CLAYWORKS		
IPT-04	RESIDENTIAL UNITS	WALLS	PLASTER CLASSIC	CUSTOM COLOR TO MATCH IPT-001	WHITE	SMOOTH FINISH		CLAYWORKS		
IPT-05	ELEVATOR DOORS (CELLAR, LEVELS 02-12)	WALLS	PAINT	CUSTOM COLOR TO MATCH IIM-02	BLACK	TBD		TBD		
IPT-06	TYP. UNIT POWDER ROOMS	WALLS	PLASTER CLASSIC	CUSTOM COLOR TO MATCH IPT-002	MID GREY	SMOOTH FINISH		CLAYWORKS		
STONE (IST-XX)										
IST-01	PUBLIC SPACES; PUBLIC BATHROOMS	WALLS / FLOOR	MARBLE	CEPPO DI GRE	GREY	HONED	2'x 2' FOR FLOORS. REFER TO DRAWINGS FOR DIMS.	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX MANHATTAN GREY #05. TILES TO SEALED ALL 6 SIDES. SLIP RESISTANT COATING OR ROUGHENED SURFACE FOR SHOWER FLOORS SHALL BE PROVIDED.
IST-01 (ALT)	PUBLIC SPACES, PUBLIC BATHROOM	WALLS / FLOOR	TERRAZZO	TBD	TBD	TBD	TBD			REVISED AS REQUESTED BY OWNERSHIP
IST-02	RESIDENTIAL UNITS	WALLS / FLOOR / VANITY	LIMESTONE	MONTPELLIER	GREY	BRUSHED	TILE SIZE: 2'5" x 2'5" BASEBOARD: 3" HEIGHT	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX PERGAMON #02. TILES TO SEALED ALL 6 SIDES.
IST-03	PUBLIC SPACES; RESIDENTIAL UNITS	WALLS / FLOOR / VANITY	LAVA ROCK	FANTASY GREY	GREY	HONED	TILE SIZE: 2'x 2' BASEBOARD: 3" HEIGHT	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX STRONG GREY #08. TILES TO SEALED ALL 6 SIDES.
IST-04	RESIDENTIAL UNITS	BACKSPLASH / COUNTERTOP / ISLAND	MARBLE	BLUE SAVOY	GREY	HONED	REFER TO DRAWINGS FOR DIMS.	E. NIELSEN https://e-nielsen.dk		
IST-10	PENTHOUSE MASTERBATH & KITCHEN	WALLS / FLOOR / BACKSPLASH / COUNTERTOP / ISLAND	MARBLE	CALACATTA BORGHINI	WHITE	HONED	REFER TO DRAWINGS FOR DIMS.	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX WHITE #01. TILES TO SEALED ALL 6 SIDES. SLIP RESISTANT COATING OR ROUGHENED SURFACE FOR SHOWER FLOORS SHALL BE PROVIDED.
IST-11	TYPICAL UNITS MASTERBATH; PENTHOUSE SECONDARY BATHS	WALLS / FLOOR / VANITY	QUARTZITE	SUPER WHITE QUARTZITE	WHITE	HONED	TILE SIZE: 3'x 2'2" BASEBOARD: 3" HEIGHT	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX LIGHT GREY #04. TILES TO SEALED ALL 6 SIDES. SLIP RESISTANT COATING OR ROUGHENED SURFACE FOR SHOWER FLOORS SHALL BE PROVIDED.
IST-12	PENTHOUSE POWDER ROOMS	WALLS / FLOOR / VANITY	MARBLE	SERPA GREEN MARBLE	GREEN	HONED	REFER TO DRAWINGS FOR DIMS.	MARMORES PARDAL www.marmorespardal.com		TILES TO SEALED ALL 6 SIDES. SLIP RESISTANT COATING OR ROUGHENED SURFACE FOR SHOWER FLOORS SHALL BE PROVIDED.
IST-13	RESIDENTIAL UNITS	FIREPLACES / MILLWORK	LIMESTONE	MONTPELLIER	GREY	BRUSHED	REFER TO DRAWINGS FOR DIMS.	E. NIELSEN https://e-nielsen.dk		GROUT COLOR: AS ARDEX GREY #06
IST-14	TYPICAL ELEVATOR CORRIDOR	FLOORING	TO MATCH JET MIST GRANITE	TBD	TDB	TBD	REFER TO DRAWINGS FOR DIMS.	TBD		
IST-15	PENTHOUSE POWDER ROOMS	WALLS	MARBLE	CALACATTA VERDE	NA	HONED	REFER TO DRAWINGS FOR DIMS.	TBD		GROUT COLOR TBD
WOOD (IWD-XX)										
IWD-01	ALL AREAS	MILLWORK	OAK		GREY STAINED	OIL/HARDWAX OR MATTE ACRYLIC FINISH	SOLID & VENEER	TBC		
IWD-03	ALL AREAS	MILLWORK	OAK		BLACK STAINED	OIL/HARDWAX OR MATTE ACRYLIC FINISH	SOLID & VENEER	TBC		
IWD-04	RESIDENTIAL UNITS L2 TO L9 PENTHOUSE UNITS L10 TO L11	FLOORING	OAK LIGHT		WHITE OIL STAINED OR SIMILAR	CLEAR MATTE VARNISH	CHEVRON PATTERN BOARD WIDTH: 4 3/4"	HAVWOODS OR SIMILAR		ACOUSTIC UNDERLAYMENT REQUIRED, 5MM MINIMUM THICKNESS
IWD-06	RESIDENTIAL UNITS	DOOR THRESHOLDS / OPENINGS	OAK LIGHT		WHITE OIL STAINED OR SIMILAR	CLEAR MATTE VARNISH	SOLID BOARD	HAVWOODS OR SIMILAR		ACOUSTIC UNDERLAYMENT REQUIRED, 5MM MINIMUM THICKNESS
IWD-07	CELLAR GYM	FLOORING	LONG BOARD				BOARD WIDTH: 10"	HAVWOODS OR SHOTTEN & HANSEN OR SIMILAR		ACOUSTIC UNDRLAYMENT REQUIRED, PLITEQ GENIEMAT FIT OR EQUAL
IWD-08	PENTHOUSE POWDER ROOMS	MILLWORK	WARM WHITE OAK		LIGHT STAINED	OIL/HARDWAX OR MATTE ACRYLIC FINISH	SOLID AND VENEER	TBC		
IWD-09	ALL AREAS	WALL BASEBOARD / CLOSET SHELVING	PAINTED WOOD		TO MATCH IPT-01	PAINTED FINISH	SOLID AND VENEER	TBD		
WALLCOVERING (IWC-XX)										
IWC-01	TYPICAL CORRIDOR	WALLS	TBD.	TBD	TBD	TBD	TBD	TBD		ADDED AS DIRECTED BY OWNER
TILE (ITL-XX)										
ITL-01	BOH BATHROOMS	FLOORING/WALLS	PORCELAIN TILE	LIGHTGREY/MN43	LIGHT GREY	MATTE	24X24	AMERICAN OLEAN		ADDED AS DIRECTED BY OWNER

INTERIOR FINISH SCHEDULE – Back of House Spaces

TAG	MATERIAL	DESCRIPTION
CMU	CONCRETE MASONRY UNIT	
COMP	COVER COAT COMPOUND ON CONCRETE	
CONC	CONCRETE	STEEL TROWEL FINISH WITH CLEAR SEALANT
CT-1	CERAMIC TILE	24" x 24" DAL TILE; FINISH TO BE SELECTED BY ARCHITECT
GROUT	WITH WALL TILES	DURABOND; FINISH TO BE SELECTED BY ARCHITECT
CT-2	CERAMIC TILE	12" x 12" DAL TILE; FINISH TO BE SELECTED BY ARCHITECT
GROUT	WITH FLOOR TILES	DURABOND; FINISH TO BE SELECTED BY ARCHITECT
GWB	PAINTED GYPSUM BOARD	
GL-1	MIRROR	LOW IRON CLEAR MIRROR W/ POLISHED EDGES
PORC	PORCELAIN TILE	24"x 24" FINISH TO BE SELECTED BY ARCHITECT
PT-2	PAINT	BENJAMIN MOORE; PRISTINE ECO-SPEC NO VOC PAINT SEMI-GLOSS FINISH - SUPERWHITE
PT-3	PAINT	BENJAMIN MOORE; PRISTINE ECO-SPEC NO VOC PAINT SEMI-GLOSS FINISH - GREY
PT-4	PAINT	SEE ID DWGS
RFL	RESINOUS FLOORING	TNEMEXC POWER TREAD, SUBFLEX EP AND 280 TNEME GLAS OR EQUIVALENT TO BE REVIEWED BY ARCHITECT
ST TI-1	STONE TILE	COLOR GREY, FINISH TO BE SELECTED BY ARCHITECT
ST TI-2	STONE TILE	COLOR WHITE, FINISH TO BE SELECTED BY ARCHITECT
T.F.	TENANT FIT-OUT	
VB-1	6" VINYL BASE	FINISH TO BE SELECTED BY ARCHITECT
WD-1	WOOD BASE	SEE INTERIOR DWGS FOR FINISH
WD-2	WOOD BASE	SEE INTERIOR DWGS FOR FINISH
WF-1	WOOD FLOORING	SEE INTERIOR DWGS FOR FINISH
WF-2	WOOD FLOORING	SEE INTERIOR DWGS FOR FINISH

FINISH	
PTD	PAINTED
HND	HONED
L 4	LEVEL 4 FINISH
L 5	LEVEL 5 FINISH

(2) Presence, type and condition of all bathroom fixtures. See Schedule B – 'Bathroom Appliance/Accessory Matrix'

(3) Presence, type and condition of kitchen and laundry equipment. See Schedule C – 'Kitchen Appliance Matrix'

(i) If data is substantially the same for all units, a single narrative may be substituted for this schedule.

(ii) If any equipment or fixtures described are not included in the offering price, or the offering price is conditioned on the equipment and fixtures selected, such fact must be conspicuously noted in the body of the plan.

(x) Finish schedule of spaces other than units.

The following is a form of schedule to be given for each floor.

Room Floor Walls Ceiling Remarks

Describe all common rooms and spaces including but not limited to: sub-sub cellar, subcellar, basement, cellar, first floor, penthouse floor, public and service halls, corridors, lobbies.

1. Cellar Level Elevator Lobby: stone floor, painted walls and ceiling
2. Cellar Level Fitness studio: wood floor, painted walls and ceiling
3. Cellar Level Fitness studio toilet room: stone floor, painted walls and ceiling
4. Cellar Level Toilet: porcelain tile floor, painted walls and ceiling
5. Cellar Level Tenant Storage Room: concrete floor, painted walls and exposed painted ceiling
6. Cellar Level Laundry Room: concrete floor, painted walls and ceiling
7. Cellar Level Refuse Room: concrete floor, painted walls and ceiling
8. Cellar MEP Rooms: concrete floor, painted walls and ceiling
9. Stairs:
    a. Tread/risers – painted concrete
    b. Walls – painted GWB and painted masonry/concrete
    c. Ceiling – painted concrete
10. First Floor Residential Reception:
    a. Floor: Stone tile
    b. Walls: Stone, painted GWB
    c. Ceilings: Painted GWB
11. First Floor Mail room:
    a. Floor: Stone tile
    b. Walls: Stone, painted GWB
    c. Ceilings: Painted GWB
12. First Floor Package room:
    a. Floor: concrete
    b. Walls: painted GWB
    c. Ceilings: Painted GWB
13. First Floor Toilet room:
    a. Floor: Stone tile
    b. Walls: Stone, painted GWB
    c. Ceilings: Painted GWB
14. First Floor Living room:
    a. Floor: Stone tile
    b. Walls: Stone, painted GWB and wood millwork walls
    c. Ceilings: Painted GWB
15. First Floor Elevator Lobby:
    a. Floor: Stone tile

b. Walls: Stone, painted GWB
c. Ceilings: Painted GWB

16. First Floor Community Facility:
    a. Floor: concrete
    b. Walls: painted GWB
    c. Ceilings: Painted GWB
17. First Floor Community Facility Toilet room:
    a. Floor: Porcelain tile
    b. Walls: painted GWB
    c. Ceilings: Painted GWB
18. First Floor Commercial Retail:
    a. Floor: concrete
    b. Walls: painted GWB
    c. Ceilings: painted concrete
19. First Floor Commercial Retail Toilet room:
    a. Floor: Porcelain tile
    b. Walls: painted GWB
    c. Ceilings: Painted GWB
20. Elevator Lobby and Corridors Floors 2-11:
    a. Floor: Carpet
    b. Walls: painted GWB, wall covering and wood panels
    c. Ceilings: Painted GWB
21. Elevator Lobby Floors 12:
    a. Floor: Stone tile
    b. Walls: painted GWB
    c. Ceilings: Painted GWB

(y) Safety and warning devices.

Describe any fire or smoke safety devices installed in units and common areas. State what devices are required by law, and whether any required devices have not been installed. Combination smoke and carbon monoxide detectors will be located in all residential units near the sleeping rooms. All sprinkler heads are monitored by tamper and water flow switches. Smoke detectors will be located in the refuse room and in the mechanical and electrical rooms. Fire alarm system as required by NYC Building Code for the commercial unit will be responsibility of the commercial unit owner.

(z) Additional information required.

Include the following in the description of property and building condition section of the plan:

(1) A site plan showing landscape features, roads, the outside dimensions of the building(s) and designated common areas, including recreation and refuse disposal areas, and all privately owned access roads. The site plan may be omitted if the building covers the entire lot. See attached site plan.

(2) An area map showing the location of the condominium with respect to its surroundings, if the condominium is not located in a highly urban area. Not required, located in urban area.

(3) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries. See attached plans.

(4) Floor to ceiling heights of units. 8'-7" typical floor to ceiling height however, varies per floor and unit type

(5) Approximate total area of each unit.

Unit 2A, 3A, 4A: approximately 1,383 sf

Unit 2B, 3B, 4B, 5B, 6B: approximately 1,256 sf

Unit 2C, 3C, 4C, 5C, 6C, 8C: approximately 841 sf

Unit 2D, 3D, 4D: approximately 917 sf

Unit 5A, 6A: approximately 2,336 sf

Unit 7A: approximately 1,391 sf

Unit 7B, 8B, 9B: approximately 1,152 sf

Unit 7C: approximately 1,509 sf, 247 sf terrace

Unit 8A: approximately 1,955 sf, 122 sf terrace

Unit 9A: approximately 2,592 sf, 120 sf terrace

Unit Penthouse B (Level 10): approximately 3,972 sf, 402 sf terrace

Unit Penthouse A (Level 11): approximately 3,648 sf, 2,032 sf terrace

(6) A master floor plan showing unit boundaries and the relationship of units to each other. The master floor plan may be omitted if the site plan clearly shows unit boundaries and appropriate unit designations. See Floor Plans.

(aa) N/A

(ab) Further development. Beyond the Building as described in this Report, as may be amended, no further development is anticipated at this time.

(ac) Asbestos. N/A

(ad) Lead-based paint. N/A

END OF REPORT. MATRIX EXHIBITS ON FOLLOWING PAGES

SCHEDULE A - LIGHTING FIXTURE SCHEDULE 64 UNIVERSITY PLACE										**ONELUXstudio** www.oneluxstudio.com
FIXTURE TYPE DESIGNATION	**DESCRIPTION**	**FIXTURE MANUFACTURERS & CATALOGUE NUMBERS**	**LIGHT SOURCE**	**FIXTURE INPUT**			**DRIVER**		**CONTROL PROTOCOL & PERFORMANCE**	**LOCATION**
		(CATALOGUE NUMBERS MAY REQUIRE ADJUSTMENT TO CONFORM FIXTURE TO FINAL CEILING CONSTRUCTION)		VOLTS	WATTS	UNITS	INTEGRAL	REMOTE	*(REFER TO ELECTRICAL DRAWINGS FOR ACTUAL SCOPE OF LIGHTING CONTROLS AND WIRING)*	
LT01	3" ROUND RECESSED FIXED LED DOWNLIGHT FOR TRIMLESS INSTALLATION IN PLASTER CEILINGS. 4" FIXTURE OVERALL RECESS DEPTH. DRY LOCATION RATED. 24 DEG BEAM DISTRIBUTION. SOLITE LENS. INTEGRAL POWER SUPPLY. TRIM FINISH AS DIRECTED BY ARCHITECT. ARCHITECT TO COORDINATE CEILING THICKNESS: FIXTURE FIELD ADJSUTABILITY 1/16" TO 1". BAR HANGERS TO BE COORDINATED BY CONTRACTOR AS REQURIED. CONTRACTOR TO PLASTER FIXTURE AS INDICATED ON MANUFACTUER'S INSTALLATION INSTRUCTIONS.	**ZANIBONI LIGHTING** STELLA 3 AD D2 ST3AD 27 A 2 S _ E B0 D	LED WHITE 2700K 933 lm 80 CRI 50000 h 104 lm/W	120	9	PER FIXT.	X		REVERSE PHASE DIMMING	UNITS THROUGHOUT

LT01A	3" ROUND RECESSED FIXED LED DOWNLIGHT FOR TRIMLESS INSTALLATION IN PLASTER CEILINGS. 4" FIXTURE OVERALL RECESS DEPTH. DRY LOCATION RATED. 24 DEG BEAM DISTRIBUTION. SOLITE LENS. INTEGRAL POWER SUPPLY. TRIM FINISH AS DIRECTED BY ARCHITECT. ARCHITECT TO COORDINATE CEILING THICKNESS: FIXTURE FIELD ADJSUTABILITY 1/16" TO 1". BAR HANGERS TO BE COORDINATED BY CONTRACTOR AS REQURIED. CONTRACTOR TO PLASTER FIXTURE AS INDICATED ON MANUFACTUER'S INSTALLATION INSTRUCTIONS.	**ZANIBONI LIGHTING** STELLA 3 AD D2 ST3AD 13 27 A 2 S _ E B0 D	LED WHITE 2700K 1227 lm 80 CRI 50000 h 104 lm/W	120	13	PER FIXT.	X		REVERSE PHASE DIMMING	12TH FL PH2 STAIR
LT02	SIMILAR IN ALL RESPECTS TO LT01 BUT WET LOCATION RATED.	**ZANIBONI LIGHTING** STELLA 3 AD D2 ST3AD 27 A 2 S _ E B0 W	LED WHITE 2700K 933 lm 80 CRI 50000 h 104 lm/W	120	9	PER FIXT.	X		REVERSE PHASE DIMMING	UNITS BATHROOMS

LT03	LOW PROFILE LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INTEGRATED INTO MILLWORK. 0.48" FIXTURE EXACT HEIGHT. 0.48" FIXTURE EXACT WIDTH. OPAL ACRYLIC LENS WITH NO LED IMAGEING. CHANNEL FINISH AS DIRECTED BY ARCHITECT. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 14.96"L X 3.03"W X 2.24"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM POWER SUPPLY TO FIXTURE, NUMBER OF SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH MILLWORK SHOP DRAWINGS.	**LUMEN TRUSS** 440_ OP FL _ CHANNEL W/OPAL LENS LM21451-25 LED STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2	LED WHITE 2700K 198 lm/FT 93 CRI 50000 h 68 lm/W	120/24	3	PER FT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	UNITS KITCHEN TASK LIGHT PART OF MILLWORK PACKAGE. TO BE PROVIDED BY MILLWORK FABRICATOR

LT04	LOW PROFILE LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INTEGRATED INTO MILLWORK. 0.48" FIXTURE EXACT HEIGHT. 0.48" FIXTURE EXACT WIDTH. OPAL ACRYLIC LENS WITH NO LED IMAGEING. CHANNEL FINISH AS DIRECTED BY ARCHITECT. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 14.96"L X 3.03"W X 2.24"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM POWER SUPPLY TO FIXTURE, NUMBER OF SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH MILLWORK SHOP DRAWINGS.	**LUMEN TRUSS** 440 OP FL CHANNEL W/OPAL LENS LM21451-25 LED STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2	LED WHITE 2700K 203 lm/FT 93 CRI 50000 h 76 lm/W	120/24	3	PER FT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	UNITS BATHROOMS MEDICINE CABINET: **- (2) VERTICAL RUNS** **- (2) HORIZONTAL RUNS** PART OF MILLWORK PACKAGE. TO BE PROVIDED BY MILLWORK FABRICATOR
LT05	NOT USED.									

LT06	RECESSED LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INTEGRATED INTO MILLWORK. 0.45" FIXTURE OVERALL DEPTH. 0.93" FIXTURE OVERALL WIDTH. OPAL ACRYLIC LENS WITH NO LED IMAGEING. CHANNEL FINISH AS DIRECTED BY ARCHITECT. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 14.96"L X 3.03"W X 2.24"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM POWER SUPPLY TO FIXTURE, NUMBER OF SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH MILLWORK SHOP DRAWINGS.	**LUMEN TRUSS** 535_ OP _ CHANNEL W/OPAL LENS LM21451-25 LED STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2	LED WHITE 2700K 203 lm/FT 93 CRI 50000 h 76 lm/W	120/24	3	PER FT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	UNITS BATHROOMS UNDER-VANITY LIGHT PART OF MILLWORK PACKAGE. TO BE PROVIDED BY MILLWORK FABRICATOR

LT07	LINEAR LED STRIP IN LENSED ALUMINUM CHANNEL ON CONTINUOUS RUN TO BE INTEGRATED INTO ARCHITECTURAL COVE. LINE VOLTAGE. HARDWIRED. IP65 RATED. 1" FIXTURE EXACT HEIGHT. 0.925" FIXTURE EXACT WIDTH. **NOT FIELD CUTTABLE. HAS TO BE DONE IN FACTORY OVERMOLDED CONNECTORS.** INDIVIDUAL RUNS TO BE FIELD VERIFIED PRIOR TO ORDERING. CHANNEL FINISH AS DIRECTED BY ARCHITECT. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR.	**LUMEN TRUSS** LUXLINE DIRECT LINE VOLTAGE **IP65** 27 LUX HW _ IP65 145_ OP _ NON NO CHANNEL WITH OPAL LENS	LED WHITE 2700K 350 lm/FT 90 CRI 50000 h 115 lm/W	120	4	PER FOOT			ELV / MLV DIMMING	UNITS BATHROOMS COVE
LT07A	LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INSTALLED IN ARCHITECTURAL COVE. WET LOCATION LISTED 1.02" FIXTURE EXACT HEIGHT. 0.63" FIXTURE EXACT WIDTH. 120 DEG BEAM DISTRIBUTION. REMOTE POWER SUPPLY. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. PROVIDE DRY, ACCESSIBLE ENCLOSURE FOR REMOTE POWER SUPPLY AS PER ARCHTIECT'S DIRECTIONS. RECOMMEDED WIRE	**NANOMETER** L18W STATIC WHITE L18W HO 30 _ 8 ELV MC REMOTE ELV DRIVER BY MEANWELL + DIMMING MODULE IN SHARED POWERBOX PROVIDED BY MANUFACTURER	LED WHITE 2700K 898 lm/FT 80+ CRI 50000 h 115 lm/W	120/24	6	PER FOOT		X	ELV DIMMING	PH1 MBATH PH2 MBATH STEAM SHOWERS

	GAUGE, MAX DISTANCE FROM FIXTURE TO POWER SUPPLY, PS CAPACITY AND QUANTITIES AS DIRECTED BY MANUFACTURER.									
LT08	NOT USED.									
LT09	LINEAR LED STRIP IN LENSED ALUMINUM CHANNEL ON CONTINUOUS RUN TO BE INTEGRATED INTO ARCHITECTURAL COVE. LINE VOLTAGE. HARDWIRED. 0.925" CHANNEL EXACT WIDTH. 1" CHANNEL EXACT HEIGHT. FLUSH OPAL LENS. CHANNEL FINISHED IN WHITE. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTRUAL DRAWING FOR MOUNTING DETAIL. UNLIT SPACES AT THE ENDS OR THE RUN NOT TO EXCEED 3".	**LUMEN TRUSS** LUXLINE DIRECT LINE VOLTAGE 27 LUX HW _ IP65 1452 OP _ NO NO _ - CHANNEL W/ OPAL LENS IN WHITE FINISH	LED WHITE 2700K 350 lm/FT 90 CRI 50000 h 115 lm/W	120	4	PER FOOT			ELV / MLV DIMMING	RES FLOOR ELEVATOR LOBBY COVE

LT09A	SIMILAR IN ALL RESPECTS TO LT09 BUT USED AT DIFFERENT LOCATION.	**LUMEN TRUSS** LUXLINE DIRECT LINE VOLTAGE 27 LUX HW _ IP65 1452 OP _ NO NO _ - CHANNEL W/ OPAL LENS IN WHITE FINISH	LED WHITE 2700K 350 lm/FT 90 CRI 50000 h 115 lm/W	120	4	PER FOOT			ELV / MLV DIMMING	1ST FL RESIDENTIAL LOUNGE, MAIL RM
LT10	DECORATIVE SCONCE SPECIFIED BY INTERIOR DESIGNER. (2) LED E12 LAMPS IN RPOFILE. FINISH AS DIRECTED BY ID. REFER TO ARCHITECTRUAL ELEVATION FOR MOUNTING HEIGHT.	**GUBI** HOWARD CORRIDOR LAMP - PROVIDE UL/ETL CERTIFICATION - FIXTURE TO BE MODIFIED FOR 120V - PROVIDE E12 BASE PROVIDE 9W MAX WATTAGE RESTRICTION LABEL - FIXTURE TO BE HARDWIRED	4.5B11 /LED/ 827 /E12/DIM by PHILIPS 2700K 300 lm 80 CRI 15000 h	120	9	PER FIXT.			RETROFIT LED LAMPS (2) PER FIXTURE	RES FLOOR CORRIDOR
LT11	2.5" IN DIAMETER SURFACE MOUNTED LED DOWNLIGHT. 6.82" FIXTURE OVERALL HEIGHT. 10 DEG BEAM DISCTRIBUTION. SOLITE LENS AND HEXCELL LOUVER. INTEGRAL POWER SUPPLY. FINISH AS DIRECTED BY ARCHITECT.	**ZANIBONI LIGHTING** BONGO 1 S1 BONG1 07 27 A 1 X _ E L D	LED WHITE 2700K 617 lm 80 CRI 50000 h 88 lm/W	120	7	PER FIXT.	X		REVERSE PHASE DIMMING	RES FLOOR CORRIDOR

LT12	2' LONG LINEAR SURFACE MOUNTED LED FIXTURE WITH INTEGRAL SENSOR THAT TURNS FIXTURE ON WHEN MOTION IS DETECTED AND TURNS IT OFF ATER CERTAIN PERIOD OF TIME WHEN NO MOTION IS DETECTED. 3-1/2" FIXTURE PROJECTION FROM WALL. 2-13/16" FIXUTRE EXACT WIDTH. STEEL HOUSING. ROUNDED, EXTRUDED SATIN ACRYLIC LENS WITH LINEAR RIBBING. INTEGRAL POWER SUPPLY. HOUSING AND END CAPS FINISHED IN STANDRARD WHITE. INTEGRAL SENSOR. NO DIMMING REQUIRED.	**MERCURY LIGHTING** LW4 SERIES LW4 2 2100 30K HTA - UNI 04 WATTSTOPPER PIR SENSOR FS-155-1 - FIXTURE IS MOUNTED TO THE CEILING - SENSOR SHOULD BE MOUNTED TO THE FACE OF THE FIXTURE AIMING DOWN	LED WHITE 3000K 2035 lm 80 CRI 50000 h	120	18	PER FIXT.	X		NON-DIMMABLE	UNITS WASHER/DRYER CLOSET
LT13 LINE VOLT	NOT USED						X			
LT13 LOW VOLT	KNIFE EDGE COVE PROFILE WITH INTEGRATED LED ON CONTINUOUS RUN. 1-5" FIXTURE EXACT HEIHGT. 6.57" FIXUTURE EXACT WIDTH. SATIN ACRYLIC LENS. REMOTE POWER SUPPLY. PROVIDE DRY, ACCESSIBLE ENCLOSURE FOR REMOTE POWER SUPPLY AS PER ARCHITECT'S DIRECTIONS. RECOMMEDED WIRE GAUGE, MAX DISTANCE FROM SUPPLY TO FIXTURE, QUANTITIES OF SUPPLIES REQUIRED, AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES	**LUMENTRUSS** 8900 PROFILE (KNIFE EDGE) KOVE _ 27 LTG1 UNV LDE1 W LED STRIP 27 LHP _ I G _	LED WHITE 2700K 700 lm/FT 90 CRI 50000 h	120/24	7	PER FOOT		X	LUTRON HI-LUME PREMIER ECOSYTEM	CELLAR EXERCISE RM 1ST FL LOBBY, LOUNGE

	AS DIRECTED BY CONTRACTOR. MANUFACTURE TO SUBMIT FACTORY SHOP DRAWINGS FOR EACH UNIQUE RUN WITH ALL COMPONENTS INDICATED FOR FINAL REVIEW AND APPROVAL. CONTRACTOR TO INSTALL FIXTURE AS INDICATED ON MANUFACTURER'S INSTALLATION INSTRUCTIONS.									
LT14	3" ROUND RECESSED LED PINSPOT ABOVE THE SINK. 4.5" FIXTURE RECESS DEPTH. 10 DEG BEAM DISTRIBUTION. HEXCELL LOUVER AND SOLITE LENS. INTEGRAL POWER SUPPLY.TRIM FLANGE FINISH AS DIRECTED BY ARCHITECT. BLACK INTER SPLAY. ARCHITECT TO COORDINATE CEILING THICKNESS: COLLAR FIELD ADJUSTABILITY 1/16" TO 1" THICK CEILINGS.	**ZANIBONI** ALBA 3 PJ D2 AL3PJ 09 27 B 1 X _ L B0 D	LED WHITE 2700K 642 lm 95 CRI 50000 h 71 lm/W	120	9	PER FIXT.	X		LUTRON HI-LUME A LDE DIMS TO 1% OF FULL LIGHT OUTUT	CELLAR GYM TOILET 1ST FL LOBBY TOILET

LT15	2" ROUND RECESSED ADJUSTABLE DOWNLIGHT FOR INSTALLATION IN PLASTER CEILING. 4.25" FIXTURE OVERALL RECESS DEPTH. DRY LOCATION RATED. 24 DEG BEAM DISTRIBUTION. 0-20 DEG LOCKABLE VERTICAL TILT. SOLITE LENS AND HEXCELL LOVER. INTEGRAL POWER SUPPLY. TRIM FLANGE FINISH AS DIRECTED BY ARCHITECT. BLACK INTER SPLAY. ARCHITECT TO COORDINATE CEILING THICKNESS: COLLAR FIELD ADJUSTABILITY 1/16" TO 1" THICK CEILINGS.	**ZANIBONI LIGHTING** ALBA 3 PJ D2 AL3PJ 13 27 B 2 X _ L B0 D	LED WHITE 2700K 857 lm 95 CRI 50000 h 66 lm/W	120	13	PER FIXT.	X		LUTRON HI-LUME A LDE DIMS TO 1% OF FULL LIGHT OUTPUT	CELLAR ELEVATOR LOBBY 1FL ELEVATOR LOBBY, MAIL RM
LT15A	ROUND RECESSED ULTRA-SHALLOW FIXED LED DOWNLIGHT. 2.43" FIXTURE HOUSING RECESS DEPTH. 20 DEG BEAM DISTRIBUTION. SOLITE SOFT FOCUS LENS. FLANGELESS FLAT TRIM. INTEGRAL POWER SUPPLY. TRIM FINISH AS DIRECTED BY ARCHITECT. ARCHITECT TO COORDINATE CEILING THICKNESS: MAX CEILING THICKNESS - 0.5". FOR THICKER CEILING COLLAR SHOULD BE USED. ARCHITECT TO ADVISE ON SPECIFIC TYPE. CONTRACTOR TO INSTALL FIXUTRE AS INDICATED ON MANUFACTUER'S INSTALLATION INSTRUCTIONS.	**TECH LIGHTING** ELEMENT 2" LED ULTRA SHALLOW FIXED DOWNLIGHT HOUSING E2R F LO 927 20 DS IC - TRIM E2R F_ F L _	LED WHITE 2700K 930 lm 90+ CRI 50000 h 77 lm/W	120	12	PER FIXT.	X		UNIVERSAL PHASE / 0-10V DIMMING	ELEVATOR LOBBY

LT16	LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INSTALLED IN ARCHITECTURAL COVE. 1-1/2" FIXTURE EXACT HEIGHT. 1-3/4" FIXUTRE EXACT WIDTH. CLEAR LENS. INTEGRAL POWER SUPPLY. FINISHED IN WHITE. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. UNLIT SPACES AT THE ENDS OF THE COVE NOT TO EXCEED 3".	**PICASSO LIGHITNG** SOPHIA COVE CL I7 27 80 CL SM LE1 W	LED WHITE 2700K 750 lm/FT 80-85 CRI 50000 h 110 lm/W	120	7	PER FOOT	X		LUTRON ECOSYSTEM DIMS TO 1% OF FULL LIGHT OUTPUT	CELLAR AND 1ST FL ELEVATOR LOBBY
LT17	DECORATIVE LED CHANDELIER SPECIFIED BY INTERIOR DESIGNER. POWER SUPPLY TO BE PLACED INTO RECESSED JBOX. PAINTABLE JBOX COVER IS SUPPLIED BY MANUFACTURER. FIXTURE FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTRUAL ELEVATION FOR MOUNTING HEIGHT.	**MICHAEL ANASTASSIADES** MOBILE CHANDELIER 14 2019 MA MC14 MANUFACTURER TO PROVIDE UL/ETL CERTIFICATION	LED WHITE 2700K 800 lm / 350 lm	120	22	PER FIXT.	X		0-10V DIMMING	1ST FL RESDIENTIAL LOUNGE
LT18	NOT USED.									
LT19	NOT USED.									

LT20	CUSTOMIZABLE LINEAR LIGHTING SYSTEM CONSISTING OF THE FOLLOWING ELEMETNS: - 4" WIDE LINEAR RECESSED CHANNEL FOR TRIMLESS INSTALLATION IN DRYWALL CEILINGS. 2 CIRCUITS. - SINGLE ROUND LED INSERT. - DIRECTIONAL ACCENT LED INSERT. 5-1/2" PROFILE RECESSED DEPTH. 4" PROFILE EXACT WIDTH. NO FLANGE. INTEGRAL POWER SUPPLY. TWO CIRCUITS - DOWNLIGHT AND DIRECTIONAL ACCENT TO BE ON SEPARATE CIRCUITS. CHANNEL AND FACEPLATE FINISHED IN BLACK. PROFILE LENGTH AS DIRECTED BY ARCHITECT. INSERSTS: HEXAGONAL ANTIGLARE LOUVER. 28 DEG BEAM DISTRIBUTION. FINISHED IN BLACK.	**KREON** CANA 80 RECESSED 4" WIDE APERTURE LINEAR CHANNEL SYSTEM KUCANA 80 _ 2 IC2 F2 RN DW D1 2 ZONES	N/A	120						CELLAR EXERCISE RM
LT20A	**ACCENT:** DIRECTIONAL ACCENT LED INSERT. HORIZONTAL ROTATION - 355 DEG. VERTICAL TILT - 90 DEG. HEXAGONAL ANTIGLARE LOUVER. 28 DEG BEAM DISTRIBUTION. FINISHED IN BLACK.	**KREON** HOLON 80 DIRECTIONAL IN-CANA KUCANA-80-HOLD BLK 30 85 NR MO AGL	LED WHITE 3000K 1100 lm 85 CRI 5000 h	120	15	PER FIXT.	X		TRIAC PHASE DIMMING	CELLAR EXERCISE RM
LT20D	**DONWLIGHT:** SINGLE ROUND LED INSERT. HEXAGONAL ANTIGLARE LOUVER. 28 DEG BEAM DISTRIBUTION. FINISHED IN BLACK.	**KREON** HOLON 80 SINGLE IN-CANA KUCANA-80-HOL1 BLK 30 85 NR - AGL	LED WHITE 3000K 965 lm 85 CRI 5000 h	120	11	PER FIXT.	X		TRIAC PHASE DIMMING	CELLAR EXERCISE RM

LT21	DECORATIVE LED SCONCE SPECIFIED BY INTERIOR DESIGNER. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTRUAL ELEVATION FOR MOUNTING HEIGHT.	**APPARATUS** TASSEL 1	LED WHITE 2700K 800 lm 50000 h	120	8	PER FIXT.	X		MLV DIMMING	1ST FL RESIDENTIAL LOUNGE
LT22	3" ROUND RECESSED FIXED LED DOWNLIGHT. 3.5" FIXTURE OVERALL RECESS DEPTH. DRY LOCATION RATED. 24 DEG BEAM DISTRIBUTION. SOLITE LENS. INTEGRAL POWER SUPPLY. FLANGE AND TRIM FINISH AS DIRECTED BY ARCHITECT. ARCHITECT TO COORDINATE CEILING THICKNESS: FIXTURE FIELD ADJSUTABILITY 1/16" TO 1". BAR HANGERS TO BE COORDINATED BY CONTRACTOR AS REQURIED.	**ZANIBONI LIGHTING** LUNA 3 A D2 LUN3A 18 30 B 2 S _ E B D	LED WHITE 3000K 1000 lm 95 CRI 50000 h 88 lm/W	120	18	PER FIXT.	X		REVERSE PHASE DIMMING	1ST FL NON-COMMERCIAL SPACE

LT23	LINEAR LED STRIP IN LENSED CHANNEL ON CONTINUOUS RUN TO BE INTEGRATED INTO MILLWORK. 0.48" CHANNEL EXACT HEIGHT. 0.48" CHANNEL EXACT WIDTH. FLAT OPAL ACRYLIC LENS. CHANNEL FINISH AS DIRECTED BY ARCHITECT. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 13.62"L X 3.07"W X 1.47"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMEDED WIRE GAUGE, MAX DISTANCE FROM SUPPLY TO FIXTURE, CAPACITY AND QUANTITIES OF SUPPLIES REQUIRED, AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH MILLWORK SHOP DRAWINGS.	**LUMEN TRUSS** 44__ OP FL _ CHANNEL W/FLAT OPAL LENS LM21451-25 LED STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY	LED WHITE 2700K 203 lm/FT 94 CRI 50000 h 76 lm/W	120/24	3	PER FOOT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	1ST FL LOUNGE SHELVING CELLAR AND 1ST FL BATH VANITY TOE KICK
LT24	DECORATIVE LED CHANDELIER SPECIFIED BY INTERIOR DESIGNER. POWER SUPPLY TO BE PLACED INTO RECESSED JBOX. PAINTABLE JBOX COVER IS SUPPLIED BY MANUFACTURER. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTRUAL ELEVATION FOR MOUNTING HEIGHT.	**MICHAEL ANASTASSIADES** MOBILE CHANDELIER 9 2015 MA MC9 MANUFACTURER TO PROVIDE UL/ETL CERTIFICATION	LED WHITE 2700K 800lm / 350lm	120	16	PER FIXT.	X		0-10V DIMMING	1ST FL LOBBY

LT25	DECORATIVE SHADE SPECIFIED BY INTERIOR DESIGNER. PENDANT ASSEMBLY THAT CONSISTS OF MEDIUM BASE SOCKET, CORD AND HARDWIRED CANOPY. (1) LED RETRFIT LAMP IN PROFILE. PENDANT FINISH AND CORD LENGTH AS DIRECTED BY ARCHITECT. MOUNTING HEIGHT AS DIRECTED BY ARCHITECT.	**FERM** DOU LAMPSHAD**E** - 90 **TALA** SPHERE III PENDANT LIGHT _	SPHR G100 7W 2000-2800K E26 MP 120V by TALA 2000-2800K 600 lm 95 CRI 30000 h	120	7	PER FIXT.			RETROFIT LED LAMP	1ST FL LOUNGE
LT26	4" ROUND RECESSED FIXED LED DOWNLIGHT. 4-7/8" FIXTURE HOUSING RECESS DEPTH. ALUMINUM REFLECTOR. MEDIUM BEAM DISTRIBUTION. OPTICAL GRADE SILICONE LENS WITH PATTERNED SURFACE. INTEGRAL POWER SUPPLY. REFLECTOR FINISHED IN COMFORT CLEAR DIFFUSE. FLANGE FINISHED IN MATTE WHITE. DECORATIVE ACCESSORY D4A02. ARCHITECT TO COORDINATED CEILING THICKNESS (STANDARD MAX CEILING THICKNESS - 2"). .	**LIGHTOLIER** CALCULITE LED GEN3 4" ROUND DOWNLIGHT C4 R N - FRAME-IN KIT C4L 20 9 27 M L U ENGINE C4 R DL CD - TRIM D4A 02 VETRO DECORATIVE ACCESSORY	LED WHITE 2700K 2000 lm 90 CRI 50000 h	120	21	PER FIXT.	X		LUTRON ECOSYSTEM LDE1	1ST FL PACKAGE ROOM

LT27	2.5" IN DIAMETER ADJUSTABLE CYLINDRICAL LED DOWNLIGHT. 5.6" FIXUTRE OVERALL HEIGHT. 1.5" TALL CANOPY CONCEALS HIDDEN TWIST-ON MOUNTING HARDWARE. ALLOWS 90 DEG TILT FOR THE FIXTURE. 40 DEG BEAM DISTRIBUTION. HONEYCOMB LOUVER AND SOFT FOCUS LENS. FIXTURE FINISH AS DIRECTED BY ARCHITECT (PLS PROVIDE RAL# FOR CUSTOM). CONCEALED MOUNTING PLATE FOR STANDARD JBOX. TO BE INSTALLED DURING ROUGH-IN PRIOR TO SUBSTRATE. FIXTURE TO MOUNT FLUSH WITH MINIMAL TRANSITON TO CEILING.	**LUCIFER LIGHTING** CYLINDER 1 ADJUSTABLE SURFACE MOUNT CY1 9D 1 _ BK 90C15A 27 40 CA2 4 2 JBMP	LED WHITE 2700K 90 CRI 1039 lm 50000 h 61 lm/W	120	17	PER FIXT.	X		0-10V DIMMING	1ST FL LOBBY ART
LT28	3" ROUND SURFACE MOUNTED CYLINDRICAL LED DOWNLIGHT. 7.4" FIXTURE OVERALL HEIGHT. 24 DEG BEAM DISTRIBUTION. SOLITE LENS. INTEGRAL POWER SUPPLY. CANONOPY FOR ON-BOARD DRIVER + JBOX COVER. FINISHED IN CUSTOM RAL9010.	**ZANIBONI** BONGO 2 S2 BONG2 13 27 B 2 S CCRAL9010 E NI D	LED WHITE 2700K 9821 lm (DELIVERED) 90 CRI 50000 h 92 lm/W	120	13	PER FIXT.	X		ELV DIMMING	PENTHOUSE 2 KITCHEN

LT29	LINEAR LED STRIP IN LENSED CHANNEL ON CONTINUOUS RUN TO BE INTEGRATED INTO MILLWORK. 0.33" CHANNEL RECESS DEPTH. 0.86" CHANNEL OVERALL WIDTH. FLANGED FLAT OPALIN ACRYLIC LENS. DIMMABLE. LEADING EDGE (TRIAC), TRAILING EDGE DIMMING. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 13.62"L X 3.07"W X 1.47"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM SUBPPY TO FIXTURE, POWER SUPPLIES QUANTITIES AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH MILLWORK SHOP DRAWINGS.	**LUMEN TRUSS** 5000 5010 _ CHANNEL W/FLANGED OPALIN LENS LM21451-25 LED STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY	LED WHITE 2700K 200 lm/FT 94 CRI 50000 h 68 lm/W	120/24	3	PER FOOT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	PENTHOUSES MILLWORK

LT30	DUAL-AXIS ENCAPSULATED FLEXIBLE LINEAR LED FIXTURE TO BE INTEGRATED INTO STAIR RAILING. 0.67" FIXTURE EXACT HEIGHT. 0.71" FIXTURE EXACT WIDTH. REMOTE POWER SUPPLY. PROVIDE DRY, ACCESSIBLE ENCLOSURE FOR REMOTE POWER SUPPLY AS PER ARCHTIECT'S DIRECTIONS. RAILING TO BE SPECIFIED BY ARCHITECT. TO BE COORDINATED WITH RAILING SHOP DRAWINGS. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. RECCOMMENDED WIRE GAUGE, MAX DISTANCE BETWEEN POWER SUPPLY AND FIXTURE, POWER SUPPPLY QUANTITIES AS DIRECTED BY MANUFACTURER.	**LED LINEAR** VENUS TC 3D IP67 STATIC WHITE VARIOLEDFLEX SKYLLA TC 3D W927 _ IP67 D-REM _ ELV 120 IP67 REMOTE POWER SUPPLY	LED WHITE 2700K 250 LM/FT 90 CRI 50000 h 73 LM/W	120/24	5	PER FOOT		X	ELV / TRIAC DIMMING	PENTHOUSE A STAIR
LT30A	SIMILAR IN ALL RESPECTS TO LT30 BUT USED AT DIFFERENT LOCAITON AND DETAILED DIFFERENTLY.	**LED LINEAR** VENUS TC 3D IP67 STATIC WHITE VARIOLEDFLEX SKYLLA TC 3D W927 _ IP67 D-REM _ ELV 120 IP67 REMOTE POWER SUPPLY	LED WHITE 2700K 250 LM/FT 90 CRI 50000 h 73 LM/W	120/24	5	PER FOOT		X	ELV / TRIAC DIMMING	1ST FL LOBBY BEHIND RECEPTION

LT31	4 FT LONG LINEAR SURFACE MOUNTED LED FIXTURE. 4" FIXUTRE OVERALL WIDTH, 4" FIXTURE OVERALL HEIGHT. SATIN ACRYLIC LENS ON THREE SIDES. INTEGRAL POWER SUPPLY. FINISH AS DIRECTED BY ARCHITECT. CIRCUITING AS DIRECTED BY ENGINEER.	**AXIS LIGHTING** AIR LED SURFACE MOUNT ARSLED 1000 80 30 S 4 _ UNV LT(LDE1) _ _	LED WHITE 3000K 4000 lm 80 CRI 50000 h 94 lm/W	UNV	39	PER FIXT.	X		LUTRON ECOSYSTEM LDE1	CELLAR LAUNDRY, BIKE STORAGE
LT32	ULTRA LOW PROFILE FIXED LED DOWNLIHGT FOR TRIMLESS INSTALLATION IN PLASTER CEILINGS. 0.77" FIXTURE HOUSING RECESS DEPTH. 0.4" IN DIAMETER APERTURE. 20 DEG BEAM DISTRIBUTION. REMOTE POWER SUPPLY. UNIVERSAL DRYWALL BRACKET. PROVIDE DRY, ACCESSIBLE ENCLOSURE FOR REMOTE POWER SUPPLY AS PER ARCHITECT'S DIRECTIONS. POWER SUPPLY SIZE: 6.06"L X 2.59" X 2.20"H. NUMBER OF POWER SUPPLIES REQUIRED AS DIRECTED BY CONTRCTOR. CONTRACTOR TO PLASTER FIXTURE INTO CEILING AS INDICATED IN MANUFACTURER'S INSTALLATION INSTRUCTIONS. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR.	**APURE** MINUS ONE AM 1 1 F 27 90 S L L3D0 96W24V U LUTRON HI-LUME PREMIRE ECOSYSTEM DRIVER AA2-BRK-U UNIVERSAL DRYWALL BRACKET	LED WHITE 2700K 90 CRI 1140 lm (INITIAL) 50000 h	120/24	14	PER FIXT.		X	LUTRON PREMIER ECO DIMS TO 0.1% OF FULL LIGHT OUTPUT	1ST FL LOBBY, VESTIBULE, LOUNGE

LT33	DECORATIVE TABLE LAMP. SPECIFIED BY INTERIOR DESIGNER. PROVIDE (1) LED E26 LAMP PER FIXTURE. FIXTURE FINISH AD DIRECTED BY INTERIOR DESIGNER. OUTLET LOCATION TO BE COORDINATED BY ID. DIMMABLE PLUG LOAD. MUST USE LUTRON DIMMABLE RECEPTACLE AND PLUG. ELECTRICIAN SHOULD REMOVE STANDARD PLUG AND REPLACE IT WITH LUTRON PLUG.	**GUBI** GRAVITY FLOOR LAMP XL LOW LUTRON PLUG RP-FDU-10-BR LUTRON RECEPTACLE NTR-20-HDTR-_ (FINISH AS DIRECTED BY ID)	FLB351 by LEDNER 3000 - 1800 K WARM DIMMING 397 lm 90 CRI 15000 h	120	6	PER FIX.			RETROFIT LED LAMP	1ST FL LOBBY
LT34	DECORATIVE TABLE LAMP SPECIFIED BY INTERIOR DESIGNER. PROVIDE (2) LED E12 LAMPS PER FIXTURE. FIXTURE FINISH AS DIRECTED BY INTERIOR DESIGNER. FIXTURE TO BE **HARDWIRED** TO LINE VOLTAGE CONDUIT WITHIN BAR MILLWORK.	**APPARATUS** METRONOME	PORC I 3W 2700K E12 MP 120V by TALA 2700K 240 lm 95 CRI 30000 h	120	6	PER FIX.			RETROFIT LED LAMP	1ST FL LOBBY RECEPTION DESK

LT35	LOW PROFILE LINEAR LED FIXTURE ON CONTINUOUS RUN TO BE INSTEGRATED INTO COLUMN BASE FOR COLUMN UPLIGHTING. 0.28" FIXTURE EXACT HEIGHT. 0.21" FIXTURE EXACT WIDTH. OPALIN ACRYLIC LENS. 120 DEG BEAM DISTRIBUTION. CHANNEL FINISHED IN ALUMINUM. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 13.62"L X 3.07"W X 1.47"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH STONE SHOP DRAWINGS.	**LUCE 5** AQ006427 - LED STRIP 05X07 - CHANNEL LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2	LED WHITE 2700K 93 CRI 50000 h	120/24	4	PER FOOT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	1ST FL LOUNGE
LT36	DECORATIVE LED WALL SCONCE FIXTURE SPECIFIED BY INTERIOR DESIGNER. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTURAL ELEVATION FOR MOUNTING HEIGHT.	**ALLIED MAKER** COURT II 22" WAL-053 CONTRACTOR TO PROVIDE NARROW JBOX REQUIRED BY FIXTURE	LED WHITE 2700K 800 lm 90 CRI	120	12	PER FIXT.	X		PHASE DIMMING	1ST FL LOBBY
LT37	DECORATIVE PENDANT FIXTURE SPECIFIED BY INTERIOR DESIGNER. PROVIDE (8) LED E12 LAMP PER FIXTURE. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTURAL ELEVATION FOR MOUNTING HEIGHT.	**APPARATUS** SYNAPSE	PORC I 3W 2700K E12 MP 120V by TALA 2700K 240 lm 95 CRI 30000 h	120	24	PER FIXT.			RETROFIT LED LAMP	1ST FL LOBBY VESTIBULE

LT38	DECORATIVE WALL SCONCE FIXTURE SPECIFIED BY INTERIOR DESIGNER. PROVIDE (1) LED G8 LAMP WITH S14S BASE PER FIXTURE. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTURAL ELEVATION FOR MOUNTING HEIGHT.	**ALLIED MAKER** MINI DOME WAC-032	EA G8 4.5W 001 279F D by EMERY ALLEN 2700K 450 lm 90+ CRI 25000 h	120	5	PER FIXT.			FORWARD PHASE REVERSE PAHSE PHASE SELECTABLE TRIAC	CELLAR FL RESTROOM 2-9 FL APT POWDER ROOM
LT39	DECORATIVE WALL SCONCE FIXTURE SPECIFIED BY INTERIOR DESIGNER. PROVIDE (1) LED S14S LAMP PER FIXTURE. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTURAL ELEVATION FOR MOUNTING HEIGHT.	**MICHAEL ANASTASSIADES** TUBE WALL LIGHT 2006 MA TWL0.5 MANUFACTUER TO PROVIDE UL/ETL CERTIFICATION	FLB50S 14S25 by LEDNER 2500 OR 2700K 500 lm 90 CRI 30000 h	120	6	PER FIXT.			RETROFIT LED LAMP	1ST FL LOBBY RESTROOM 10-11 FL PENTHOUSE POWDER ROOM
LT40	DECORATIVE WALL SCONCE FIXTURE SPECIFIED BY INTERIOR DESIGNER. FINISH AS DIRECTED BY INTERIOR DESIGNER. REFER TO ARCHITECTURAL ELEVATION FOR MOUNTING HEIGHT.	**GUBI** HOWARD WALL - PROVIDE UL/ETL CERTIFICATION - FIXTURE TO BE MODIFIED FOR 120V - PROVIDE E12 BASE PROVIDE 7W MAX WATTAGE RESTRICTION LABEL - FIXTURE TO BE HARDWIRED	3.3B11 /PER/ 927-922/CL / G/E12 by PHILIPS 2200 - 2700K WARM DIMMING 300 lm 90 CRI 15000 h	120	7	PER FIXT.			RETROFIT LED LAMPS (2) PER FIXTURE	1ST FL LOBBY

LT41	LINEAR LED FIXUTURE ON CONTINUOUS RUN TO BE INTEGRATED INTO ELEVATOR CAB COVE. 0.48" FIXTURE EXACT HEIGHT. 0.48" FIXTURE EXACT WIDTH. OPAL ACRYLIC LENS. FINISH AS DIRECTED BY ARCHITECT. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 13.62"L X 3.07"W X 1.47"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM FIXUTRE TO PS, POWER SUPPLIES QUANTITIES AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH ELEVATOR SHOP DRAWINGS.	**LUMEN TRUSS** 440_ OX FL _ CHANNEL W/OPTIFLEX LENS 27 LP3 _ I B - STRIP LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2 For details contact Gadi Benyaacov, Lites on West: gadib@litesonwest.com, 212.775.6363 x102	LED WHITE 2700K 308 lm/FT 94 CRI 50000 h 76 lm/W	120/24	5	PER FT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	ELEVATOR CAB **TO BE CONTORLLED BY DEDICATED LOCAL DIMMER** (ZONE 'a')

LT42	LINEAR LED FIXUTURE ON CONTINUOUS RUN TO BE INTEGRATED INTO ELEVATOR CAB WALL TOE KICK. 0.28" FIXTURE EXACT HEIGHT. 0.21" FIXTURE EXACT WIDTH. OPALIN ACRYLIC LENS. 120 DEG BEAM DISTRIBUTION. CHANNEL FINISHED IN ALUMINUM. REMOTE DIMMABLE POWER SUPPLY. POWER SUPPLY SIZE: 13.62"L X 3.07"W X 1.47"H. PROVIDE DRY, ACCESSIBLE ENCLOSURE AS PER ARCHTECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM FIXUTRE TO PS, POWER SUPPLIES QUANTITIES AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. TO BE COORDINATED WITH ELEVATOR SHOP DRAWINGS.	**LUCE 5** AQ006427 - LED STRIP 05X07 - CHANNEL LTPS-DIM-100 130VAC-CV-24V-96W-ELV-HW IP67 DRBX REMOTE POWER SUPPLY CLASS 2	LED WHITE 2700K 93 CRI 50000 h	120/24	4	PER FOOT		X	LEADING EDGE (TRIAC), TRAILING EDGE DIMMING	ELEVATOR CAB **TO BE CONTORLLED BY DEDICATED LOCAL DIMMER** (ZONE 'b')

LT43	2" ROUND RECESSED LED PINSPOT. 2.125" FIXTURE OVERALL RECESS DEPTH. 20 DEG BEAM DISTRIBUTION. REMOTE POWER SUPPLY. FINISH AS DIRECTED BY ARCHITECT. ARCHITECT TO COORDINATE CEILING THICKNESS. TO BE COORDINATED WITH ELEVATOR SHOP DRAWINGS. PROVIDE DRY, ACCESSIBLE ENCLOSURE FOR REMOTE POWER SUPPLY AS PER ARCHITECT'S DIRECTIONS. SHOULD BE CONTROLLED BY WALLBOX DIMMER. LOCATION TO BE COORDINATED BY ARCHITECT, ELEVATOR CONSULTANT AND ENGINEER.	**LOUPI LIGHTING** INSERT 10 ROUND FIXED MOD IN010 RF _ 27 20 AFLEX 60W REMOTE PROGRAMMABLE 0-10V DIMMABLE POWER SUPPLY BY MAGNITUDE LED SOURCE SHALL BE REGRESSED X2 OF ITS CURRENT LOCATION. FIXTURE OVERALL RECESS DEPTH WILL INCREASE TO 2.87" - 3.25".	LED WHITE 2700K 800 lm (INITIAL) 90 CRI 30000 h	120	8	PER FIXT.		X	0-10V DIMMING	ELEVATOR CAB **TO BE CONTORLLED BY DEDICATED LOCAL DIMMER** (ZONE 'c')
EX01	3" ROUND EXTERIOR RATED IN-GRADE UPLIGHT FOR FACADE ILLUMINATION. 4" FIXTURE OVERALL RECESS DEPTH. SPOT OPTICS. STAINLESS STEEL TRIM. REMOTE DIMMABLE POWER SUPPLY. REMOTE POWER SUPPLY TO BE LOCATED INSIDE ACCESSIBLE ENCLOSURE AS PER ARCHITECT'S DIRECTIONS. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM SUPPLY TO FIXTURE, CAPACITY AND QUANTITIES OF SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR.	**iGUZZINI NORTH AMERICA** ORBIT I.LUO80 MO 827 SP REM 13 I.X195 - RECESSED HOUSING FOR IN-GROUND INSTALLTION 4549 0350 019 UNV ED10 - OUTDOOR RATED REMOTE POWER SUPPLY For details contact Lisa Foley, iGuzzini NA: Lisa Foley lisa.foley@iguzzini-usa.com,	LED WHITE 2700K 475 lm 80 CRI 50000 h 86 lm/W	120	6	PER FIXT.		X	0-10V DIMMING	EXTERIOR 1ST FL FAÇADE

	CONTRACTOR TO INSTALL FIXTURE AS INDICACTED ON MANUFACTURER'S INSTALLATION INSTRUCTIONS.	212.481.8188 x 3006								
EX02	EXTERIOR RATED WALL MOUNTED LED CYLINDRICAL DOWNLIGHT. 4-3/8" IN DIAMETER. 9" FIXUTRE EXACT HEIGHT. 6-3/8" FIXUTRE PROJECTION FROM THE WALL. INTEGRAL POWER SUPPLY. REQUIRES BEGA MOUNTING BOX. FINISH AND MOUNTING HEIGHT AS DIRECTED BY ARCHITECT.	**BEGA** 24 034 K27 _ 19 537 - BEGA MOUNTING BOX	LED WHITE 2700K 1000 lm 80 CRI 50000 h	120	12	PER FIXT.	X		0-10V DIMMABLE	ROOF TERRACE
EX03	NOT USED.									

EX04	1" ROUND STAKE-MOUNTED LED FIXTURE WITH ADJUSTABLE AIMING AND LOCKING ABILITY FOR ACCENT LANDSCAPE ILLUMINATION. REMOTE MAGNETIC TRANSFORMER IN NEMA OUTDOOR 3R RATED ENCLOSURE. SOFT FOCUS LENS. HONEY COMB BAFFLE. 45 DEG CUT OFF CAP - STYLE 'A'. MATERIAL AND FINISH AS DIRECTED BY ARCHITECT. MOUNTING STAKE IN FINISH MATCHING FIXTURE FINISH. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM TRANSFORMER TO FIXTURE, TRANSFORMER CAPACITY AND QUANTITIES AS DIRECTED BY MANUFACTURER. LOCATIONS TO BE COORDINATED BY ARCHITECT, LANDSCAPE ARCHITECT AND ELECTRICAL ENGINEER.	**BK LIGHTING** MINI-MICRO LED X MM LED E71 NSP _ 12 11 A 360SL TR_ 120 - REMOTE MAGNETIC TRANSFORMER IN NEMA OUTDOOR 3R RATED ENCLOSURE MOUNTING STAKE B-KMJ-_ (FINISH TO MATCH FIXTURE)	LED WHITE 3000K 175 lm 80 CRI 50000 h	120/12	3	PER FIXT.		X	MLV DIMMING	LEVEL 1 INNER COURT, RESIDENTIAL ENTRANCE, ROOF TERRACE, LVL10 - 11 TERRACE TREE UPLIGHT
EX05	EXTERIOR RATED SEMI-RECESSED LED STEPLIGHT INTEGRATED INTO PLANTER. 3-1/8" H X 5" L FACEPLATE. 5/8" FIXTURE PROJECTION FROM THE PLANTER WALL. 1-7/8" OVERALL FIXUTRE DEPTH. INTEGRAL POWER SUPPLY. FINISH AS DIRECTED BY ARCHITECT. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL AND MOUNTING HEIGHT.	**WAC LIGHTING** WL-LED 140 WHITE 90 3 _	LED WHITE 90 CRI 3 lm 50000h	120	4	PER FIXT.	X		ELV DIMMING	ROOF TERRACE, LVL 10 - 11 TERRACE PLANTERS

EX06	CYLINDRICAL ADJUSTABLE LED SIGN LIGHTER TO BE HARDWIRED TO OUTDOOR KITCHEN COUNTER. 2-1/4" IN DIAMETER. 3-7/8" FIXTURE EXACT LENGTH. 18" LONG STEM AND 4" IN DIAMETER CANOPY. 23 DEG DISTRIBUTION. REMOTE MAGNETIC TRANSFORMER IN NEMA OUTDOOR 3R RATED ENCLOSURE. SOFT FOCUS LENS. HONEY COMB BAFFLE. 90 DEG CUT OFF CAP - STYLE 'B'. FINISH AS DIRECTED BY ARCHITECT. STEM AND CANOPY IN FINISH MATCHING FIXTURE FINISH. RECOMMENDED WIRE GAGUGE, MAX DISTANCE FROM FIXTURE TO TRANSFORMER, TRANSFORMER CAPACITY AND QUANTITIES AS DIRECTED BY MANUFACTURER. LOCATIONS TO BE COORDINTAED BY ARCHITECT, LANDSCAPE ARCHIECT AND ELELCTRICAL ENGINEER.	**BK LIGHITNG** SIGN STAR STYLE L SN 18 L LED E64 MFL A9 _ 12 11 B TR_ 120 - REMOTE MAGNETIC TRANSFORMER IN NEMA OUTDOOR 3R RATED ENCLOSURE	LED WHITE 2700K 397 lm 80 CRI 50000 h	120/12	7	PER FIXT.		X	MLV DIMMING	ROOF TERRACE TASK LIGHT AT OUTDOOR KITCHEN COUNTER
EX07	NOT USED.									
EX08	LINEAR SUBMERSIBLE LED FIXTURE ON CONTINUOS RUN FOR FOUNTAIN WATERFALL ILLUMINATION. 30 DEG BEAM SPREAD. 3" MOUNTING BRACKET THAT ALLOWS FOR 360 DEG ROTATION. REMOTE POWER SUPPLY. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR.	**HYDREL** W6300 SERIES W6330 LED 60MA 30K 24 NFL A3 SCF CSL_ LP	LED WHITE 3000 K 300 lm/.FT	120/24	5	PER FOOT		X	MLV DIMMING	LEVEL 1 INNER COURT

EX09	NOT USED.									
EX10	NOT USED.									
EX11	FLEXIBLE, OPAL, ENCAPSULATED IP68 RATED SUBMERSIBLE LINEAR LED FIXTURE ON CONTINUOUS RUN INTEGRATED INTO WATER FEATURE WALL. 0.45" FIXTURE EXACT WIDTH. 0.8" FIXTURE OVERALL HEIGHT. VERTICAL BENDING DIRECTION. REMOTE POWER SUPPLY. REMOTE POWER SUPPLY IN NEMA 3R ENCLOSURE TO BECOORDIANTED BY ARCHITECT, LANDSCAPE ARCHITECT AND ENGINEER. POWER SUPPLY SIZE: 10.04"L X 4.21"W X 3.5"H. QUANTITY OF POWER SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING DETAIL. INDIVIDUAL RUN LENGTHS TO BE FIELD-VERIFIED PRIOR TO ORDERING. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR.	**SPJ LIGHTING** SPJ FLEX STRIP IP68 UNDERWATER / SUBMERSIBLE SPJ-FLEX-STRIP W 4.4/FT 120 2700K 24DC (4 PIECES OF 358.27") W/ 120" HARDWIRE END FEED (QTY. 1) SPJ-300L24 - 24V MLV REMOTE POWER SUPPLY IN NEMA 3R ENLOSURE SPJ-AC2 ALUMINUM CUP For details contact Mark Clemens, Plunkett & Lynch: mark@plunkettandlynch.com, 212.631.7526 x 103	LED WHITE 2700K 120 lm/FT 80+ CRI 50000 h	12 / 24	4	PER FOOT		X	MLV DIMMING	LEVEL 1 INNER COURT
EX12	DECORATIVE EXTERIOR LED SCONCE SPECIFIED BY ARCHITECT. 3.5" FIXTURE PROJECTION FROM THE WALL. INTEGRAL POWER SUPPLY. FINISHED IN BLACK. REFER TO ARCHTIECTURAL ELEVATION FOR MOUNTING HEIGHT.	**BRENDAN RAVENHILL STUDIO** ADA SCONCE 25 BLACK	LED WHITE 2700K 90+ CRI	120	27	PER FIXT.	X		ELV DIMMING	LVL 1 RESIDENTIAL ENTRY

EX12 ALT 1	DECORATIVE EXTERIOR LED SCONCE SPECIFIED BY ARCHITECT. 4.5" FIXTURE PROJECTION FROM THE WALL. INTEGRAL POWER SUPPLY. FINISHED IN TEXTURED BRONZE. REFER TO ARCHTIECTURAL ELEVATION FOR MOUNTING HEIGHT.	**SONNEMAN** MEZA VETRO 8" LED SCONCE .72	LED WHITE 3000K 90 CRI 940 lm (DELIVERED)	120	13	PER FIXT.	X		TRIAC / ELV DIMMING	LVL 1 RESIDENTIAL ENTRY
EX12 ALT 2	DECORATIVE EXTERIOR SCONCE SPECIFIED BY ARCHITECT. ONE LED BT15 LAMP WITH MEDIUM BASE IN PROFILE. 6.4" FIXTURE PROJECTION FROM THE WALL. FINISH AS DIRECTED BY ARCHITECT. REFER TO ARCHTIECTURAL ELEVATION FOR MOUNTING HEIGHT.	**HUBBARDTON FORGE** FUSE LARGE OUTDOOR SCONCE 306455 SKT _ ZM	8BT15/LED/927/SW/120V by SATCO 2700K 90 CRI 800 lm 15000 h	120	8	PER FIXT.	X		RETROFIT LED LAMP (1) PER FIXTURE FORWARD PHASE DIMMING	LVL 1 RESIDENTIAL ENTRY
EX13	2" ROUND CANOPY LED FIXTURE WITH ADJUSTABLE AIMING AND LOCKING ABILITY TO BE INTEGRATED INTO ENTRY MARQUEE. 90 DEG CUT OFF CAP - STYLE 'B'. FINISH AS DIRECTED BY ARCHITECT. SURFACE MOUNTED CANOPY IN FINISH TO MATCH FIXTURE FINISH. REMOTE TRANSFORMER IN NEMA 3R ENCLOSURE. RECOMMEDED WIRE GAUGE, MAX DISTANCE FROM FIXTURE TO TRANSFORMER, TRANSFORMER CAPACITY AND QUANTITIES AS DIRECTED BY MANUFACTURER. LOCATIONS TO BE COORDINATED BY ARCHITECT AND ELECTRICAL ENGINEER. REFERO TO ARCHITECTURAL DRAWING FOR	**BK LIGHTING** MICRO NITE STAR - MN LED E67 SP _ 12 11 B 360SL TR_ 120 REMOTE MAGNETIC TRANSFORMER IN NEMA OUTDOOR 3R RATED ENCLOSURE _ SMC _ SURFACE MOUNTED CANOPY (FINISH TO MATCH FIXTURE)	INTEGRAL LED 2700K 90 CRI 235 lm 50000 h	120/12	7	PER FIXT		X	MLV DIMMING	LVL 1 RESIDENTIAL ENTRY

	MOUNTING DETAIL. TO BE COORDINATED WITH CANOPY SUBMITTALS.									
EX14	EXTERIOR RATED LED FLOODLIGHT. 7-1/4" IN DIAMETER. 8-3/8" FIXUTRE OVERALL WIDTH. 8-5/16" FIXTURE OVEALL HEIGHT. 4-13/16" FIXTURE OVERALL DEPTH. DIE-CAST ALUMINUM HOUSING. CLEAR TEMPERED GLASS LENS. 10 DEG BEAM DISTRIBUTION. SNOOT. STANDARD YOKE. TO BE MOUNTED TO STANDARD RECESSED JBOX. FIXTURE AND CABLE FINISH AS DIRECTED BY ARCHTIECT.	**LUMENPULSE** LUMENBEAM MEDIUM LBM LBM 120 30K NS - _ DIM CN UL _ _ LBMSN _ BK _ SNOOT	LED WHITE 3000K 2467 lm (DELIVERED) 80 CRI 50000 h	120	28	PER FIXT.	X		0-10V DIMMING	LVL 6 INNER COURT MOONLIHGHTING
EX14A	SIMILAR IN ALL RESPECTS TO EX14 BUT IN SMALLER VERSION.	**LUMENPULSE** LUMENBEAM SMALL LBS LBS 120 30K NS - _ DIM CN - UL _ _ LBMSN _ BK _ SNOOT	LED WHITE 3000K 1290 lm (DELIVERED) 80 CRI 50000 h	120	13	PER FIXT.	X		0-10V DIMMING	ROOF PRIVATE AND PUBLIC TERRACE MOONLIHGHTING

EX15	EXTERIOR RATED WALL MOUNTED LED FIXTURE. DIRECT / INDIRECT LIGHT DISTRIBUTION. 5.5" FIXTURE EXACT HEIGHT. 2.76" FIXTURE EXACT WIDTH. 3.35" FIXTURE PROJECTION FROM THE WALL. 24 DEG BEAM DISTRIBUTION. SOLITE LENS AND HEXCELL LOUVER. REMOTE POWER SUPPLY. FIXTURE FINISHED IN MATTE BLACK. REFER TO ARCHITECTRUAL ELEVATION FOR MOUNTING HEIGHT. RECOMMENDED WIRE GAUGE, MAX DISTANCE FROM SUPPLY TO FIXTURE, CAPACITY AND QUANTITIES OF SUPPLIES REQUIRED AS DIRECTED BY MANUFACTURER. MOUNTING AND WIRING ACCESSORIES AS DIRECTED BY CONTRACTOR. .	**ZANINBONI** KAILA 1 D W1 KA1DSS 14 27 B 2 X BK E W	LED WHITE 2700K 617LM (DELIVERED) 95 CRI 50000 H	120	14	PER FIXT.		X	ELV DIMMING	PRIVATE TERRACE
EXIT	SURFACE, RECESSED CEILING OR WALL UNIVERSAL EXIT SIGN. ALL ARROW COMBINATIONS. INTEGRAL BATTERY BACKUP. SINGLE FACED. EDGE-LIT CLEAR ACRYLIC PANEL. 8" GREEN OR RED LETTERS ON A CLEAR BACKGROUND. WHITE ALUMINUM TRIM. INTEGRAL NICKEL-CADMIUM BATTERY (BATTERY BACKUP), CHARGER, ELECTRONICS FOR LED'S AND EMERGENCY TRANSFER. COLOR OF LETTERS AS DIRECTED BY ARCHITECT.	**ENCORE LIGHTING** UNO SUPER UNIVERSAL XR RC 1 C _ _ W XR RW 1 C _ _ W CONFIGURE DIRECTIONAL ARROWS AS INDICATED ON DRAWINGS. ALL FIXTURES TO BE RECESS-MOUNTED UNLESS NOTED	LED	120	2	PER FIXT.	X		N/A	THROUGHOUT INTERIOR

	PROVIDE CENTRAL INVERTER TO POWER ALL DESIGNATED EMERGENCY FIXTURES IF THEY CAN'T BE POWERED BY BUILDING GENERATOR.									
	ALL FINISHES AND A.F.F. MOUNTING HEIGHTS AS DIRECTED BY ARCHITECT.									

SCHEDULE B - STORAGE MATRIX

LOCKER #	AREA (SF)
1	20
2	20
3	20
4	20
5	42
6	19
7	19
8	19
9	17
10	28
11	19
12	20
13	22
14	23
15	19
16	17
17	20
18	20
19	27
20	37
21	20
22	38
23	20
24	20
25	20
26	20
27	20
28	20

SCHEDULE C - BATHROOM APPLIANCE/ACCESSORY MATRIX

FLOOR(S)	UNIT TYPE	TYPE	PRODUCT	MANUFACTURER	MODEL NUMBER
2-4	TYPE A, PRIMARY BATH	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	FREE STANDING BATH TUB	VICTORIA ALBERT	BA2-N-SW-NO / BA2-N-SW-OF / BA2-N-SM-NO / BA2-N-SM-OF
		TUB FITTINGS	TWO-HOLE BATH MIXER FOR FREESTANDING INSTALLATION WITH HAND SHOWER SET	DORNBRACHT	TARA #25 943 892-33
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-6	TYPE B, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
5-6	TYPE A, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	FREE STANDING BATH TUB	VICTORIA ALBERT	BA2-N-SW-NO / BA2-N-SW-OF / BA2-N-SM-NO / BA2-N-SM-OF
		TUB FITTINGS	CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7	TYPE C, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
8	TYPE A, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	FREE STANDING BATH TUB	VICTORIA ALBERT	BA1-N-SW-NO / BA1-N-SW-OF / BA1-N-SM-NO / BA1-N-SM-OF
		TUB FITTINGS	CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
9	TYPE A, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7-9	TYPE B, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
10	PENTHOUSE B, PRIMARY BATH	LAVATORY (X2)	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	CUSTOM STONE CRAVED TUB	BY CONTRACTOR	N/A
		TUB FITTINGS	DECK MOUNTED TUB MIXER WITH HAND SHOWER SET	DORNBRACHT	TARA #27 512 892-99
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99

11	PENTHOUSE A, PRIMARY BATH	LAVATORY (X2)	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	CUSTOM STONE CRAVED TUB	BY CONTRACTOR	N/A
		TUB FITTINGS	CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS (2X)	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X3)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
5-6	UNIT TYPE A, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TUB	BUILT-IN BATH TUB	DURAVIT	DCODE #700096
		TUB FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		ROBE HOOKS	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
8	UNIT TYPE A, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TUB	BUILT-IN BATH TUB	DURAVIT	DCODE #700096
		TUB FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		ROBE HOOKS	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
9	UNIT TYPE A, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		ROBE HOOKS	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-4	UNIT TYPE A, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		ROBE HOOKS	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-6	UNIT TYPE B, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TUB	BUILT-IN BATH TUB	DURAVIT	DCODE #700096
		TUB FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		ROBE HOOKS	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
5-6	UNIT TYPE A, BATH #3	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		ROBE HOOKS (2X)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7	UNIT TYPE C, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TUB	BUILT-IN BATH TUB	DURAVIT	DCODE #700096
		TUB FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		ROBE HOOKS (2X)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
8	UNIT TYPE A, BATH #3	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		ROBE HOOKS (2X)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99

2-4	TYPE D| PRIMARY BATH	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TUB	FREE STANDING BATH TUB	VICTORIA ALBERT	BA1-N-SW-NO / BA1-N-SW-OF / BA1-N-SM-NO / BA1-N-SM-OF
		TUB FITTINGS	TWO-HOLE BATH MIXER FOR FREESTANDING INSTALLATION WITH HAND SHOWER SET	DORNBRACHT	TARA #25 943 892-33
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	25 3/4" STAINLESS STEEL TOWEL BAR	DORNBRACHT	TARA #83 060 892-33 / #83 060 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-6 , 8	TYPE C, PRIMARY BATH	LAVATORY (X2)	VANITY BASIN	DURAVIT	#045748
		FAUCET (X2)	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
10	PENTHOUSE B, BATH 4	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
11	PENTHOUSE A, BATH 3	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
10	PENTHOUSE B, BATH 3	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
11	PENTHOUSE A, BATH 2	LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		SHOWER FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			TILE-IN SHOWER DRAIN	INFINITY DRAIN	FFTIF 65 SERIES
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
10	PENTHOUSE B, BATH #2	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		LAVATORY	VANITY BASIN	DURAVIT	#045748
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOWEL BAR	14" TOWEL BAR	DORNBRACHT	TARA #83 030 892-00
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TUB	BUILT-IN BATH TUB	DURAVIT	DCODE #700096
		TUB FITTINGS	CEILING MOUNTED RAIN SHOWER	DORNBRACHT	IMO #28 689 970-330010 / #28 689 970-990010
			WALL MOUNTED HAND SHOWER	DORNBRACHT	#27 802 892-330010 / #27 802 892-990010
			CONCEALED THERMOSTAT WITH TWO-WAY VOLUME CONTROL	DORNBRACHT	#36 426 970-330010 / #36 426 970-990010
			WALL MOUNTED BATH TUB SPOUT	DORNBRACHT	TARA #13 801 892-33
			ROUND STYLE BATH DRAIN WITH EZ-CLICK	MOUNTAIN PLUMBING PRODUCTS	UNVTRIM
		ROBE HOOKS (2X)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-4,	TYPE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
5-6	TYPE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7	TYPE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7-9	TYPE B, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
7	TYPE C, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99

8	TYPE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
9	TYPE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-4	TYPE D, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
2-6, 8	TYPE C, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
10	PENTHOUSE B, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
11	PENTHOUSE A, POWDER ROOM	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		ROBE HOOKS (X2)	STAINLESS STEEL HOOKS	DORNBRACHT	LISSE #83 251 220-33 / #83 251 220-99
11	PENTHOUSE A, UTILITY CLOSET	SINK AND HANDWASH	16" 1 BOWL UNDERMOUNTED UTILITY SINK	BLANCO	FORMERA BAR #442767
		FAUCET	FAUCET WITH SINGLE LEVER MIXER	DORNBRACHT	TARA ULTRA #33 816 875-330010
2-11	ALL WASHER & DRYERS	WAHSER	27" FRONT LOAD WASHER	WHIRLPOOL	WFW560CHW
		DRYER	27" FRONT LOAD HEAT PUMP DRYER	WHIRLPOOL	WHD560CHW
CELLAR,1	UNI-SEX, COMMUNITY FACILITY & COMMERCIAL WC	TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		BOH LAVATORY	PINOIR - ADA WALL MOUNTED SINK	KOLHER	K-2035-1 BASIN
		FAUCET	MONTERREY - FAUCET	AMERICAN STANDARD	6114.111.002
CELLAR	FITNESS STUDIO WC	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99
1	RECEPTION WC	LAVATORY	CUSTOM DESIGNED WASH BOWL	BY CONTRACTOR	N/A
		FAUCET	3-HOLE WALL MOUNTED MIXER FOR WASHBASIN	DORNBRACHT	TARA #36 712 882-330010 / #36 712 882-990010
		TOILET	DARLING NEW TOILET WALL MOUNTED	DURAVIT	#254409.92
		FLUSH PLATE	SINGLE PUSH BUTTON FLUSH PLATE	GERBERIT	SIGMA30
		TISSUE PAPER HOLDER	STAINLESS STEEL TOILET TISSUE HOLDER WITH COVER	DORNBRACHT	TARA WITH COVER #83 510 892-33 / #83 510 892-99
		TOLIET BRUSH HOLDER	WALL MOUNTED TOILET BRUSH HOLDER	DORNBRACHT	TARA #83 900 892-33 / #83 900 892-99

SCHEDULE D - KITCHEN APPLIANCE MATRIX

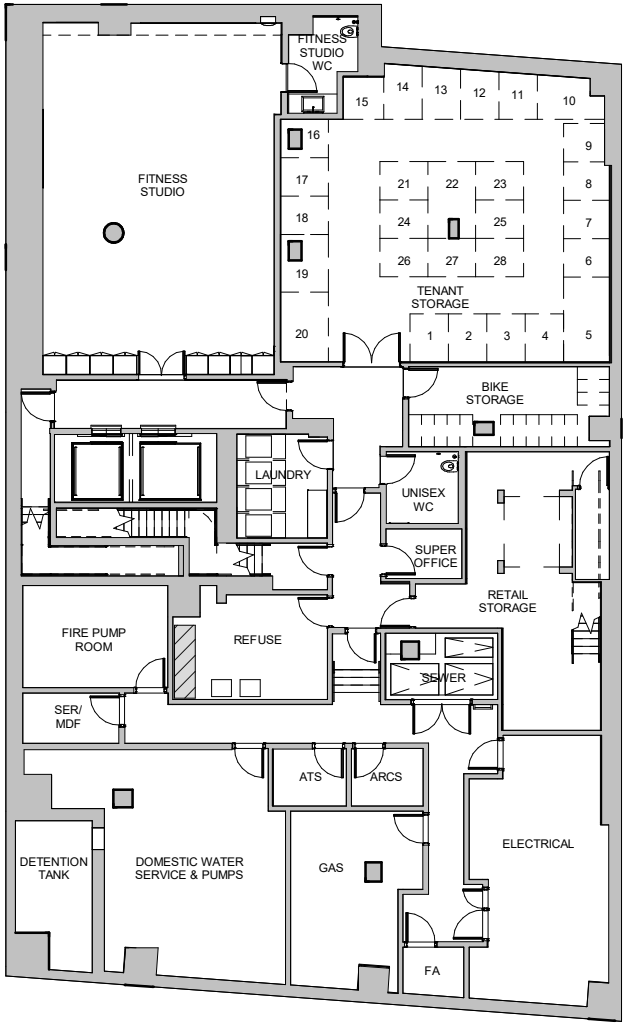
FLOOR(S)	UNIT TYPE	TYPE	PRODUCT	MANUFACTURER	MODEL NUMBER
2-4	TYPE A	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	36" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2390
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
7	TYPE A	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	36" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2390
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
2-4	TYPE D	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	30" GAS COOKTOP	MIELE	KM 3465 LP
		OVEN	24" SPEED OVEN	MIELE	H 6200 BM
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	15" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWC215-IG01A
2-4	TYPE C	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	30" GAS COOKTOP	MIELE	KM 3465 LP
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		SMALL OVEN	24" SPEED OVEN	MIELE	H 6200 BM
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
2-6	TYPE B	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	36" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFNF 9955 IDE
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		SMALL OVEN	24" SPEED OVEN	MIELE	H 6200 BM
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
7-9	TYPE A	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	36" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFNF 9955 IDE
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		SMALL OVEN	24" SPEED OVEN	MIELE	H 6200 BM
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
5-6	TYPE A (PRIMARY AND CHEF'S KITCHEN)	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR FULLY INTEGRATED	MIELE	K 2802 VI
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE (CHEF'S KITCHEN)	24" WINE COOLER	MIELE	KWT 2602 VI
		SINK (CHEF'S KITCHEN)	18" 1 BOWL UNDERMOUNTED KITCHEN SINK	BLANCO	PRECIS 21 #519049
		FAUCET (CHEF'S KITCHEN)	FAUCET WITH SINGLE LEVER MIXER	DORNBRACHT	TARA ULTRA #33 816 875-330010
		DISHWASHER (CHEF'S KITCHEN)	18" FULLY INTEGRATED DISHWASHER	MIELE	G 5482 SCVI ADA
		SMALL OVEN (CHEF'S KITCHEN)	24" SPEED OVEN	MIELE	H 6200 BM
		REFRIGERATOR (CHEF'S KITCHEN)	24" FREEZER FULLY INTEGRATED	MIELE	K 2602 VI
7	TYPE C	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	24" WINE COOLER	MIELE	KWT 2602 VI
		SMALL OVEN	24" SPEED OVEN	MIELE	H 6200 BM
8	TYPE A	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR / FREEZER FULLY INTEGRATED	MIELE	KFN 9855 IDE
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE	24" WINE COOLER UNDERCOUNTER	MARVEL REFRIGERATION	MLWD224-IG01A
		SMALL OVEN	24" SPEED OVEN	MIELE	H 6200 BM
9	TYPE A (PRIMARY AND CHEF'S KITCHEN)	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	30" REFRIGERATOR FULLY INTEGRATED	MIELE	K 2802 VI
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE (CHEF'S KITCHEN)	24" WINE COOLER	MIELE	KWT 2602 VI
		SINK (CHEF'S KITCHEN)	18" 1 BOWL UNDERMOUNTED KITCHEN SINK	BLANCO	PRECIS 21 #519049
		FAUCET (CHEF'S KITCHEN)	FAUCET WITH SINGLE LEVER MIXER	DORNBRACHT	TARA ULTRA #33 816 875-330010
		DISHWASHER (CHEF'S KITCHEN)	18" FULLY INTEGRATED DISHWASHER	MIELE	G 5482 SCVI ADA
		SMALL OVEN (CHEF'S KITCHEN)	24" SPEED OVEN	MIELE	H 6200 BM
		WARMING DRAWER (CHEF'S KITCHEN)	24" WARMING DRAWER	MIELE	ESW 6214
		REFRIGERATOR (CHEF'S KITCHEN)	24" FREEZER FULLY INTEGRATED	MIELE	K 2602 VI
10	PENTHOUSE B (PRIMARY AND WET BAR)	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	24" FREEZER FULLY INTEGRATED	MIELE	K 2602 VI
		REFRIGERATOR	30" REFRIGERATOR FULLY INTEGRATED	MIELE	K 2802 VI
		WARMING DRAWER	30" WARMING DRAWER	MIELE	ESW 6885
		SECOND OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		OVEN	24" SPEED OVEN WITH TRIM KIT FOR 30" NICHE	MIELE	H 6200 BM WITH TRIM KIT EBA6808
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	24" STEAM OVEN WITH TRIM KIT FOR 30" NICHE	MIELE	DGC 6600-1 XL WITH TRIM KIT EBA6808
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE (WET BAR)	24" WINE COOLER	MIELE	KWT 2602 VI
11	PENTHOUSE A (PRIMARY AND WET BAR)	SINK	BLANCO	PRECIS EQ DOUBLE	#519050
		FAUCET	DORNBRACHT	TARA ULTRA	#33 870 875-330010 / #33 870 875-990010
		DISHWASHER	24" FULLY INTEGRATED DISHWASHER	MIELE	G 5051 SCVI ADA
		REFRIGERATOR	24" FREEZER FULLY INTEGRATED	MIELE	K 2602 VI
		REFRIGERATOR	30" REFRIGERATOR FULLY INTEGRATED	MIELE	K 2802 VI
		WARMING DRAWER	30" WARMING DRAWER	MIELE	ESW 6885
		SECOND OVEN	30" ELECTRIC WALL OVEN	MIELE	H 6280 BP
		OVEN	24" SPEED OVEN WITH TRIM KIT FOR 30" NICHE	MIELE	H 6200 BM WITH TRIM KIT EBA6808
		RANGE	36" FLUSH MOUNTED GAS COOKTOP	MIELE	KM 2355
		OVEN	24" STEAM OVEN WITH TRIM KIT FOR 30" NICHE	MIELE	DGC 6600-1 XL WITH TRIM KIT EBA6808
		VENT HOOD	32" FULLY INTEGRATED VENTILATION HOOD	MIELE	DA 2588
		WINE FRIDGE (WET BAR)	24" WINE COOLER	MIELE	KWT 2602 VI
12	PENTHOUSE A OUTDOOR KITCHEN	SINK	OUTDOOR SINK	KALAMAZOO	K-SNK-30
		GRILL	GRILL	KALAMAZOO	K750HB
		DOUBLE COOK-IN COOKTOP	DOUBLE COOK-IN COOKTOP	KALAMAZOO	K-CKTOD2-24-R
		OUTDOOR REFRIGERATOR	OUTDOOR REFRIGERATOR	KALAMAZOO	K-HP24WO-3L
		OUTDOOR REFRIGERATOR	OUTDOOR REFRIGERATOR	KALAMAZOO	K-HP24RO-3R
12	THE ROOFTOP	GRILL	GRILL	KALAMAZOO	K750HB

EXHIBIT 5

FLOOR PLANS

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

FLOOR PLAN - CELLAR

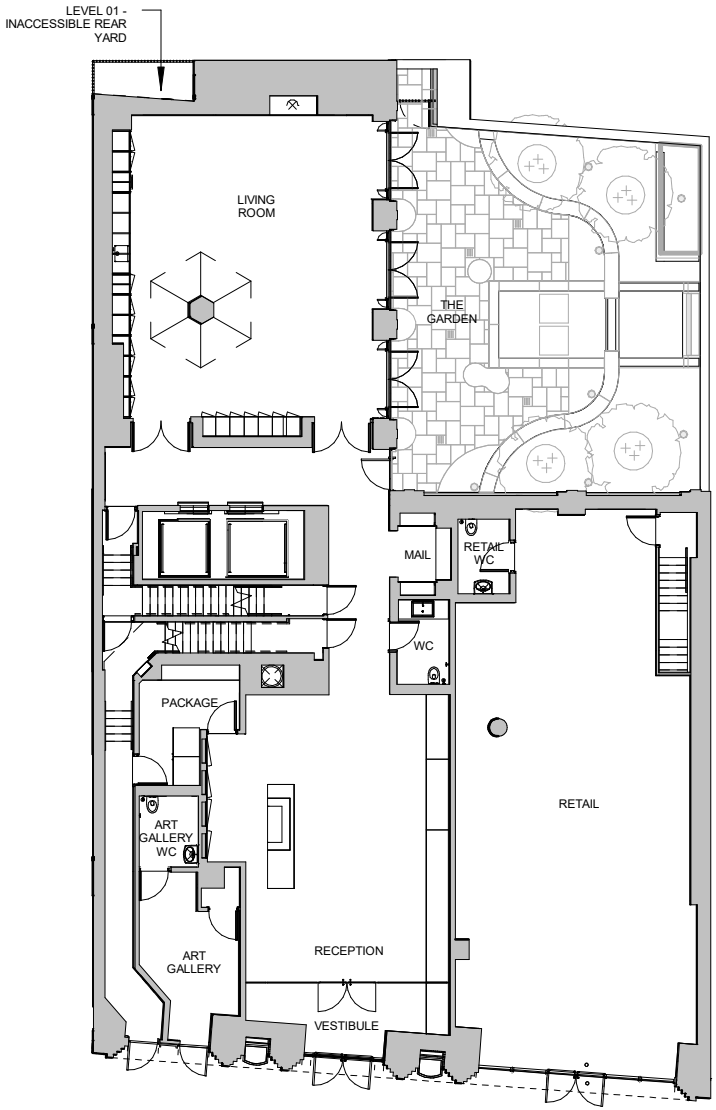
10' 20' 40'

N

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

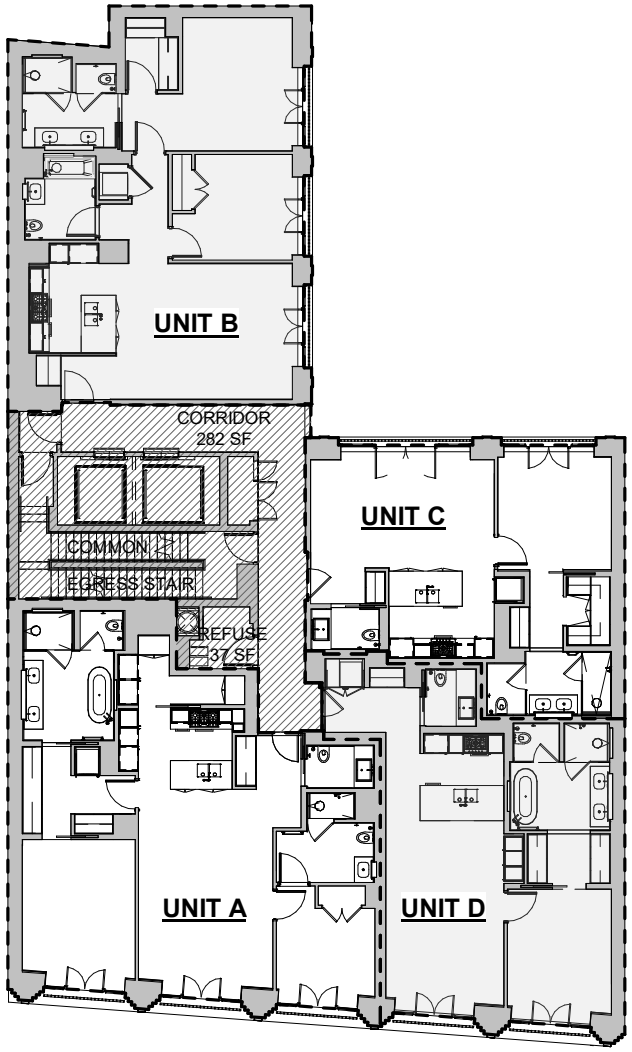
FLOOR PLAN - LEVEL 01

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMET
025211
STATE OF NEW YORK

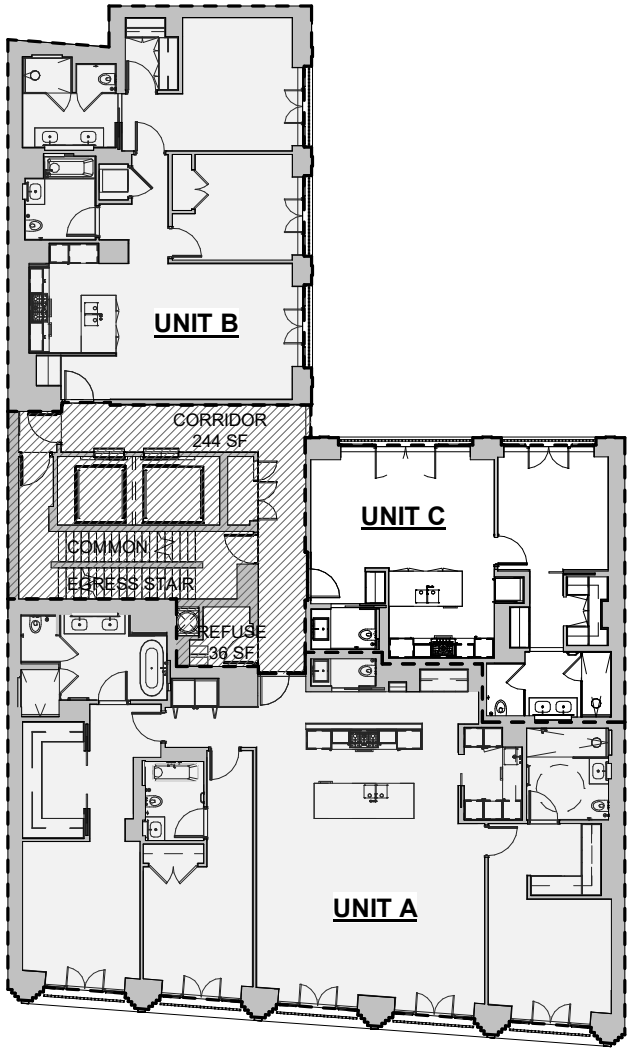
FLOOR PLAN - LEVELS 02-04

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

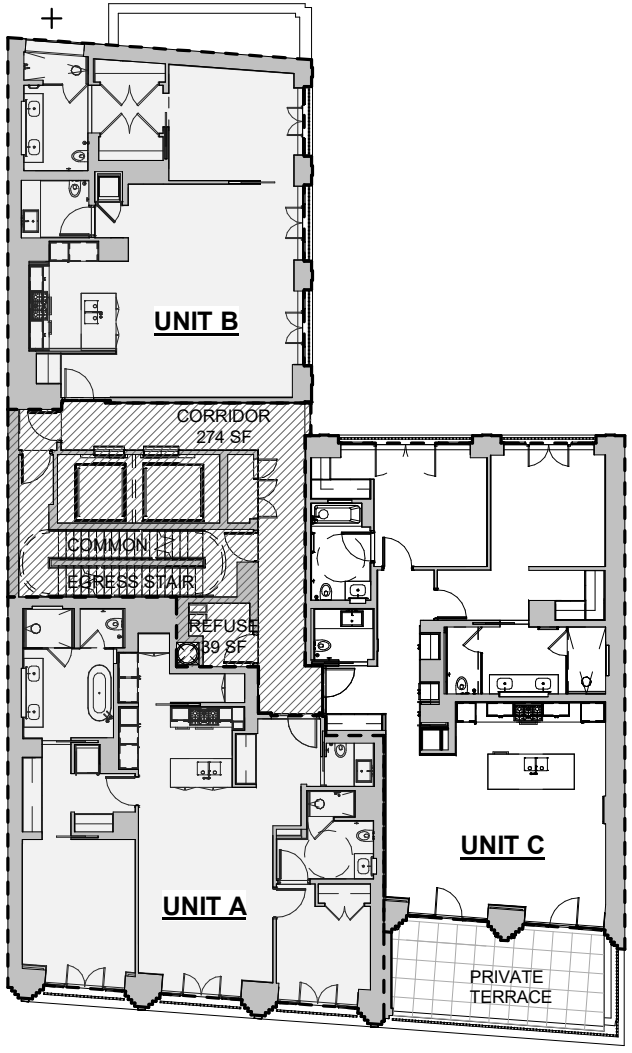
FLOOR PLAN - LEVELS 05-06

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETZ
025211
STATE OF NEW YORK

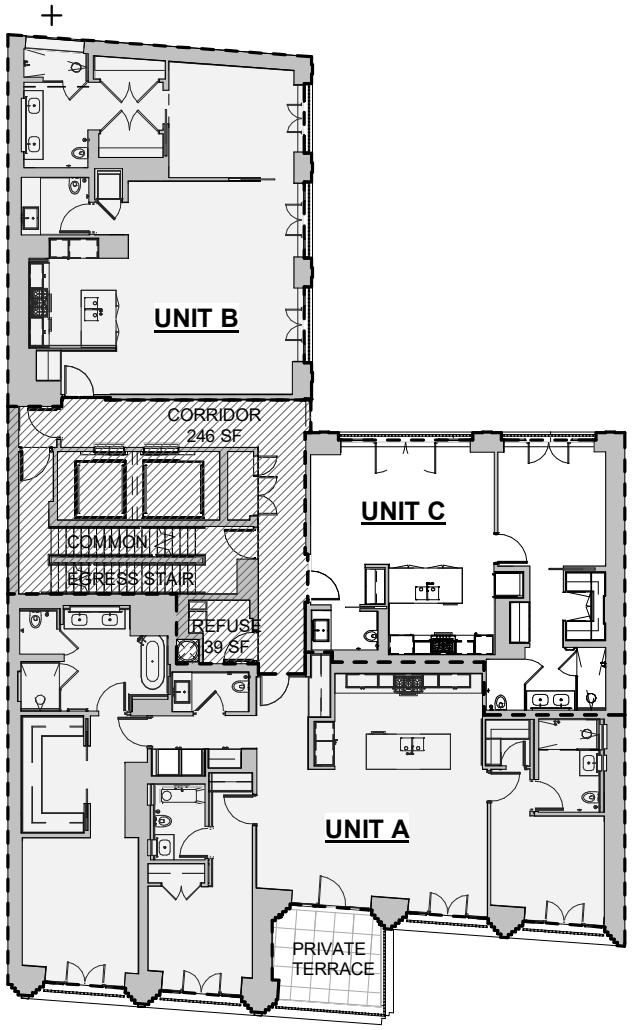
FLOOR PLAN - LEVEL 07

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

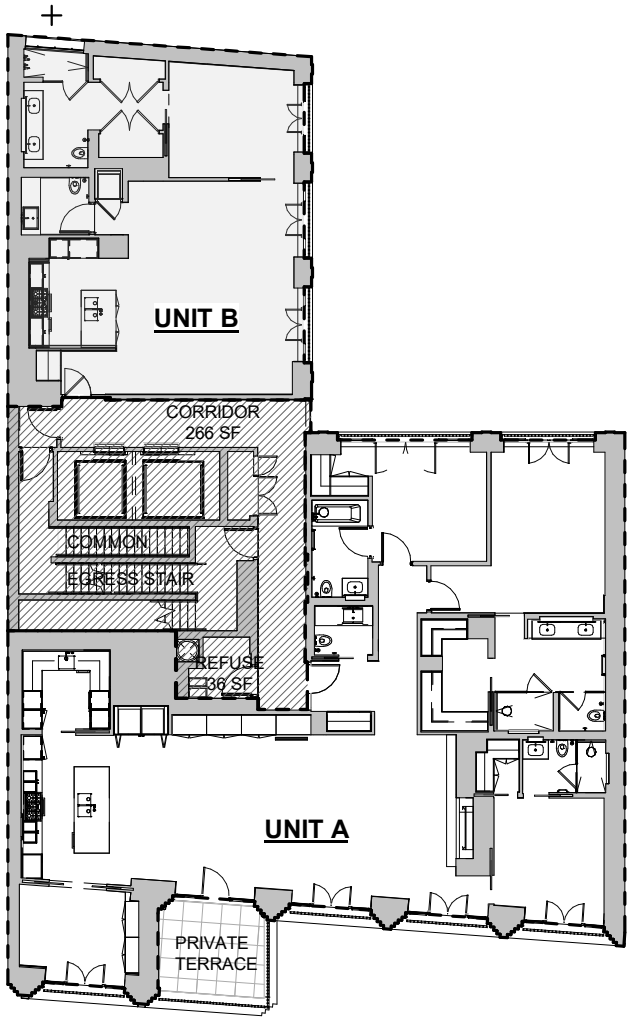
FLOOR PLAN - LEVEL 08

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

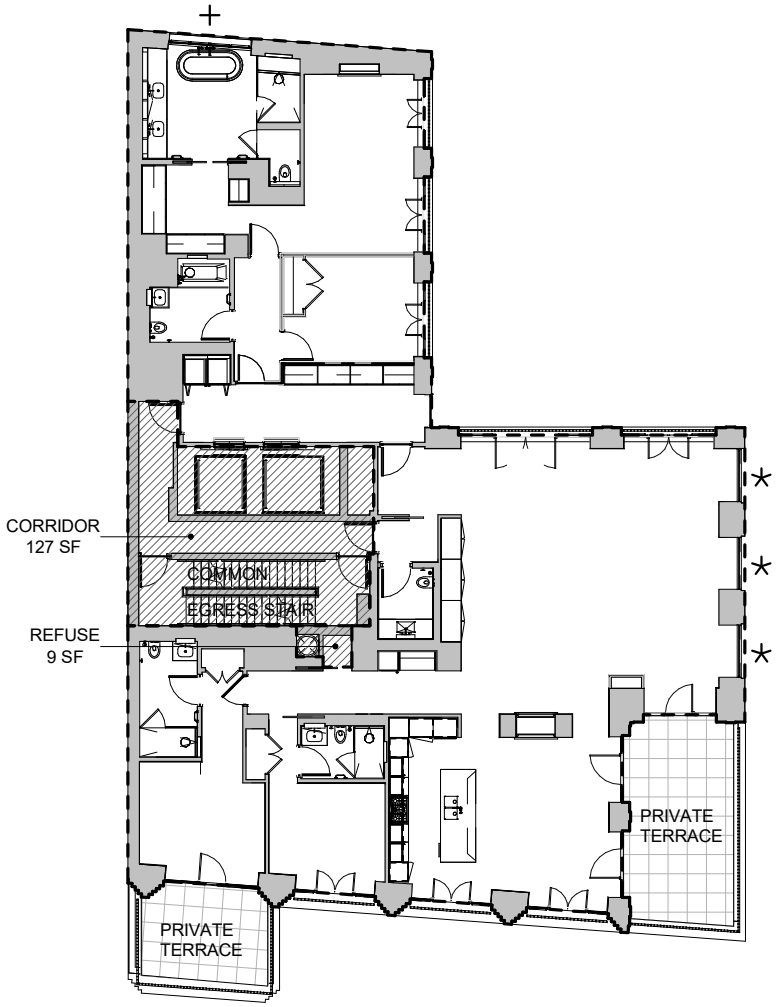
FLOOR PLAN - LEVEL 09

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

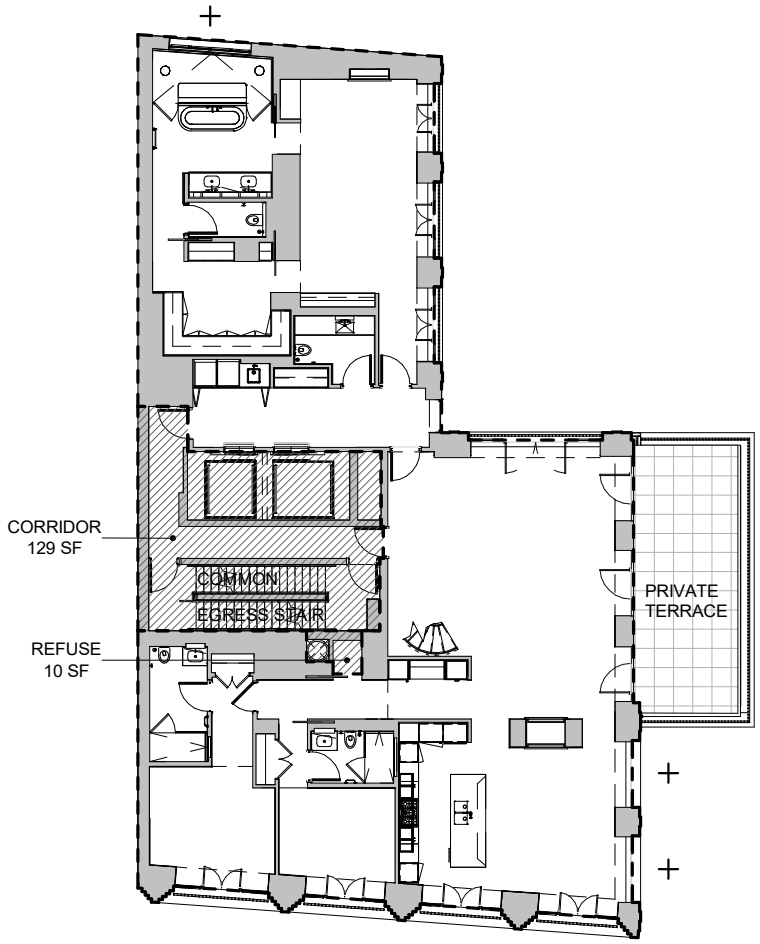
FLOOR PLAN - LEVEL 10 - PENTHOUSE B

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT
- LOT LINE WINDOW
- FIXED WINDOW

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

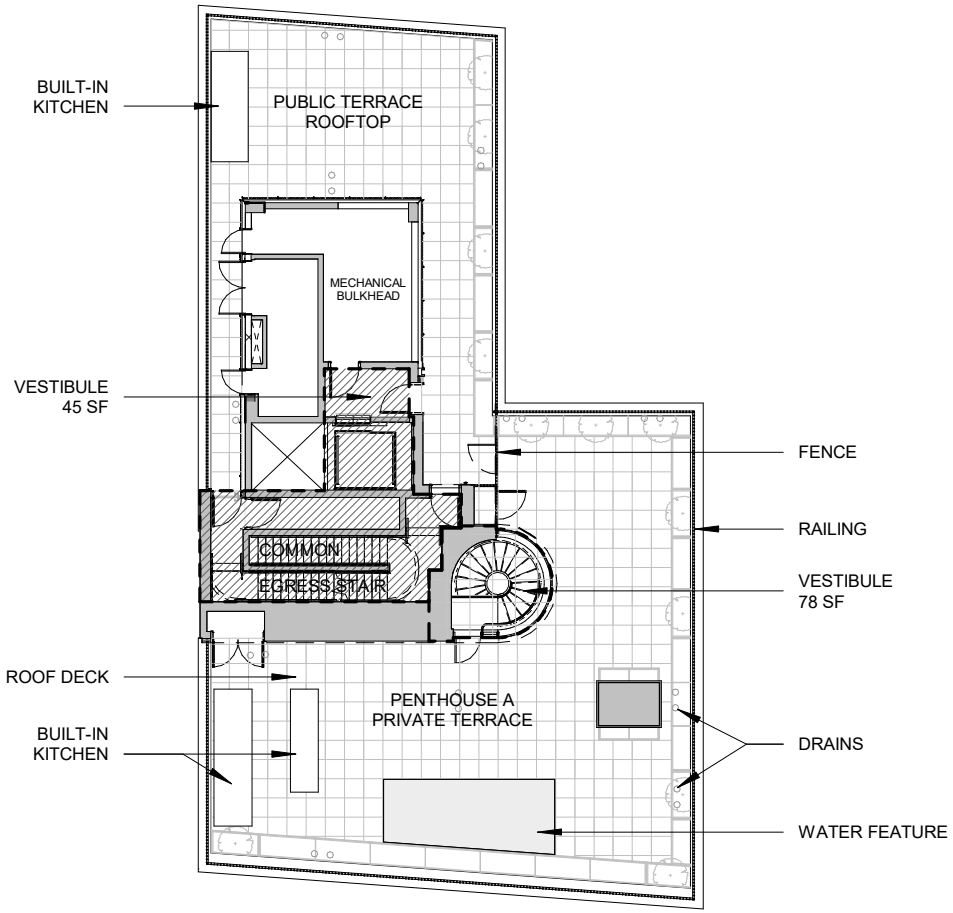
FLOOR PLAN - LEVEL 11 - PENTHOUSE A

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT

N

REGISTERED ARCHITECT RICHARD GREY NEMETH 025211 STATE OF NEW YORK

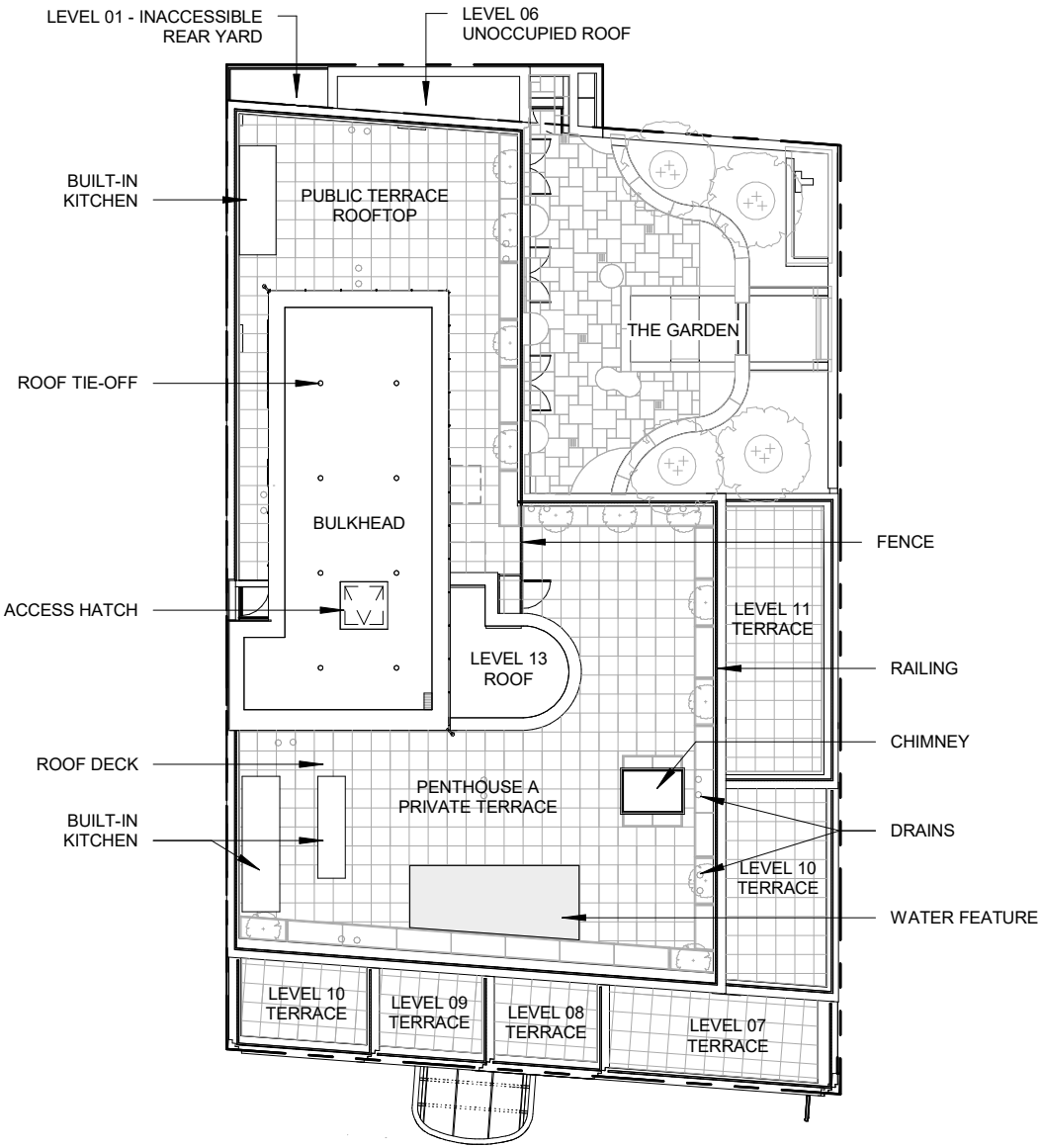
FLOOR PLAN - LEVEL 12 - ROOF

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



LEGEND:

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT

N

REGISTERED ARCHITECT RICHARD GREY NEMETZ 025211 STATE OF NEW YORK

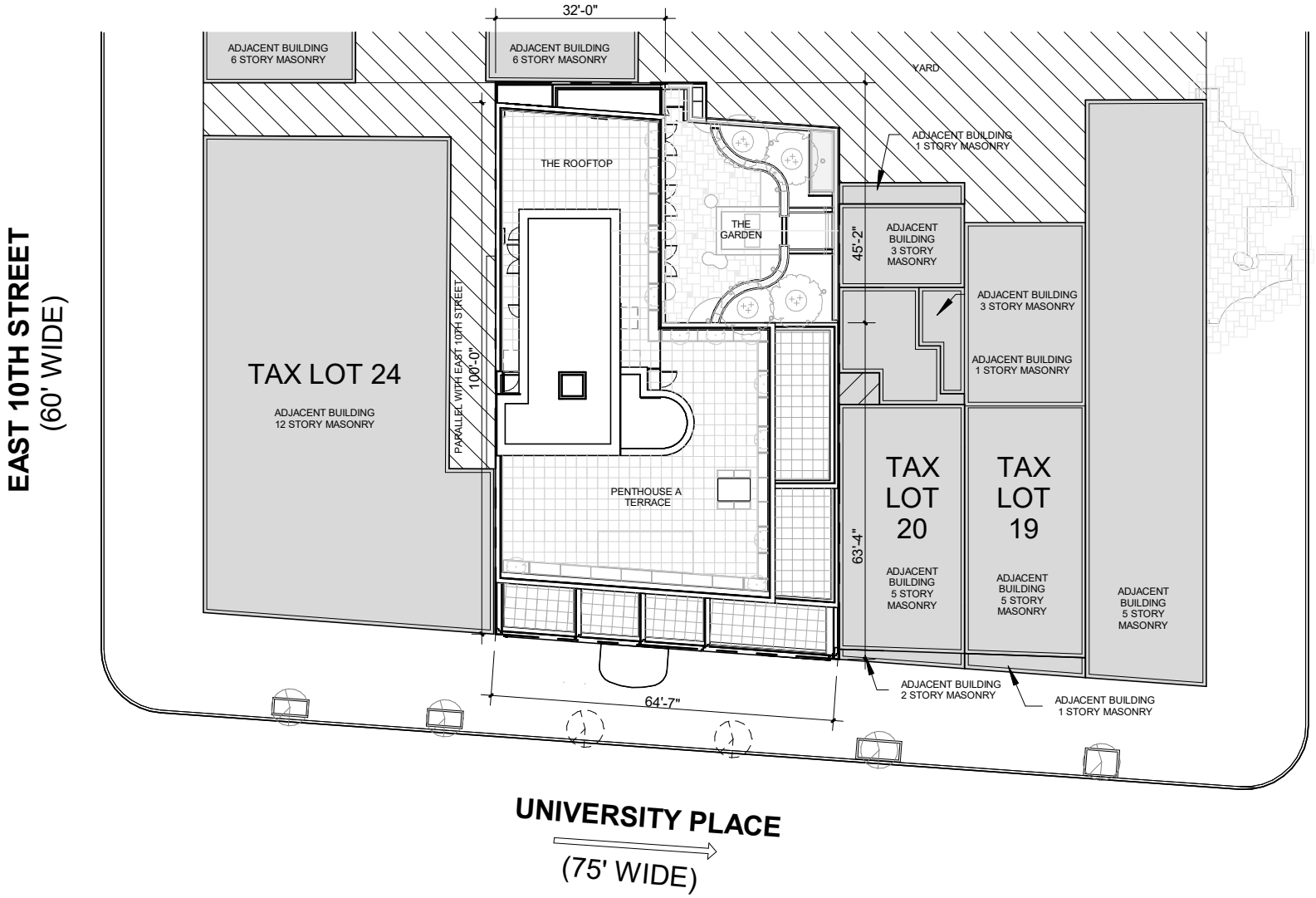
ROOF PLAN

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

SITE PLAN

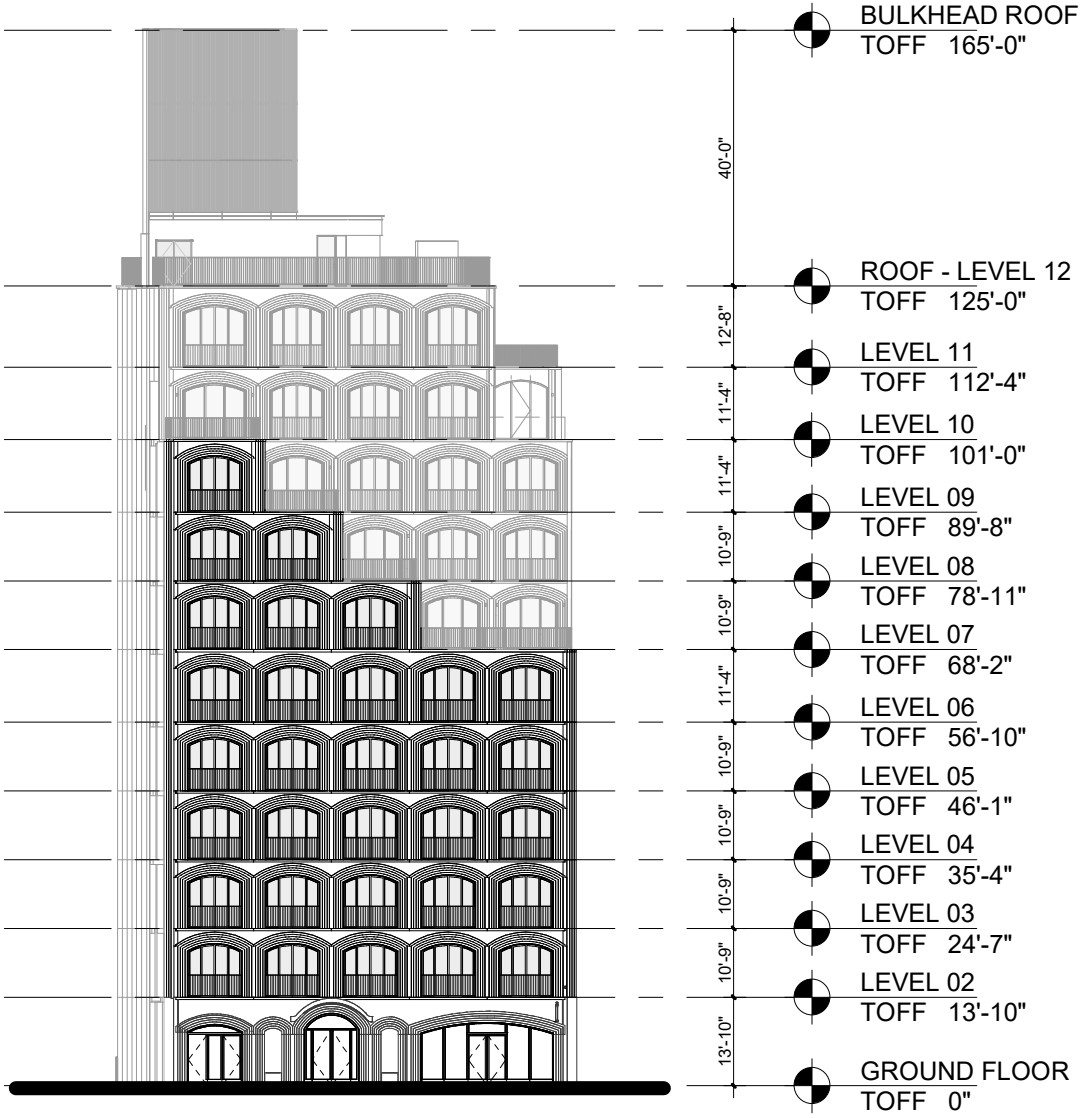
N

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

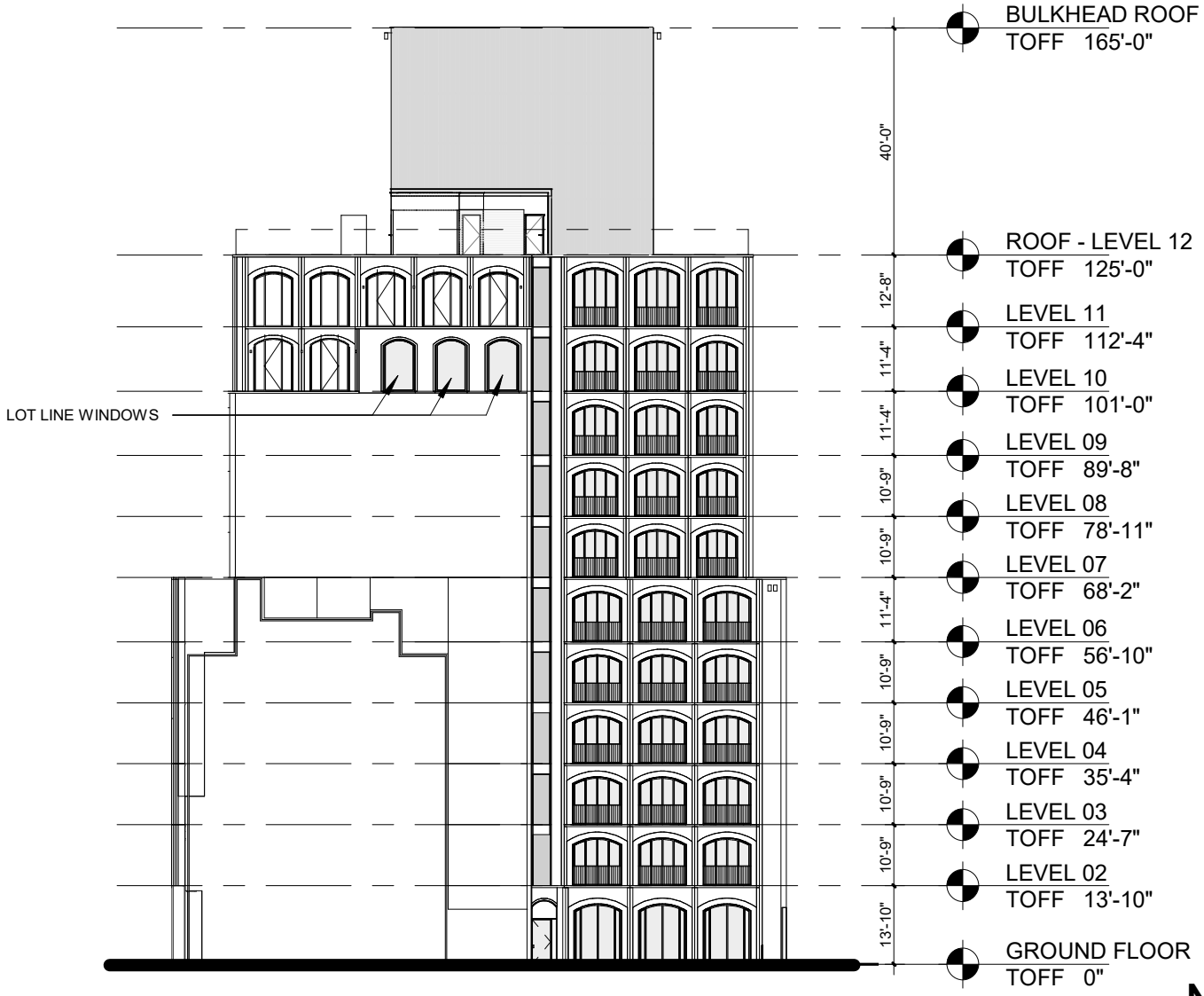
EAST ELEVATION

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

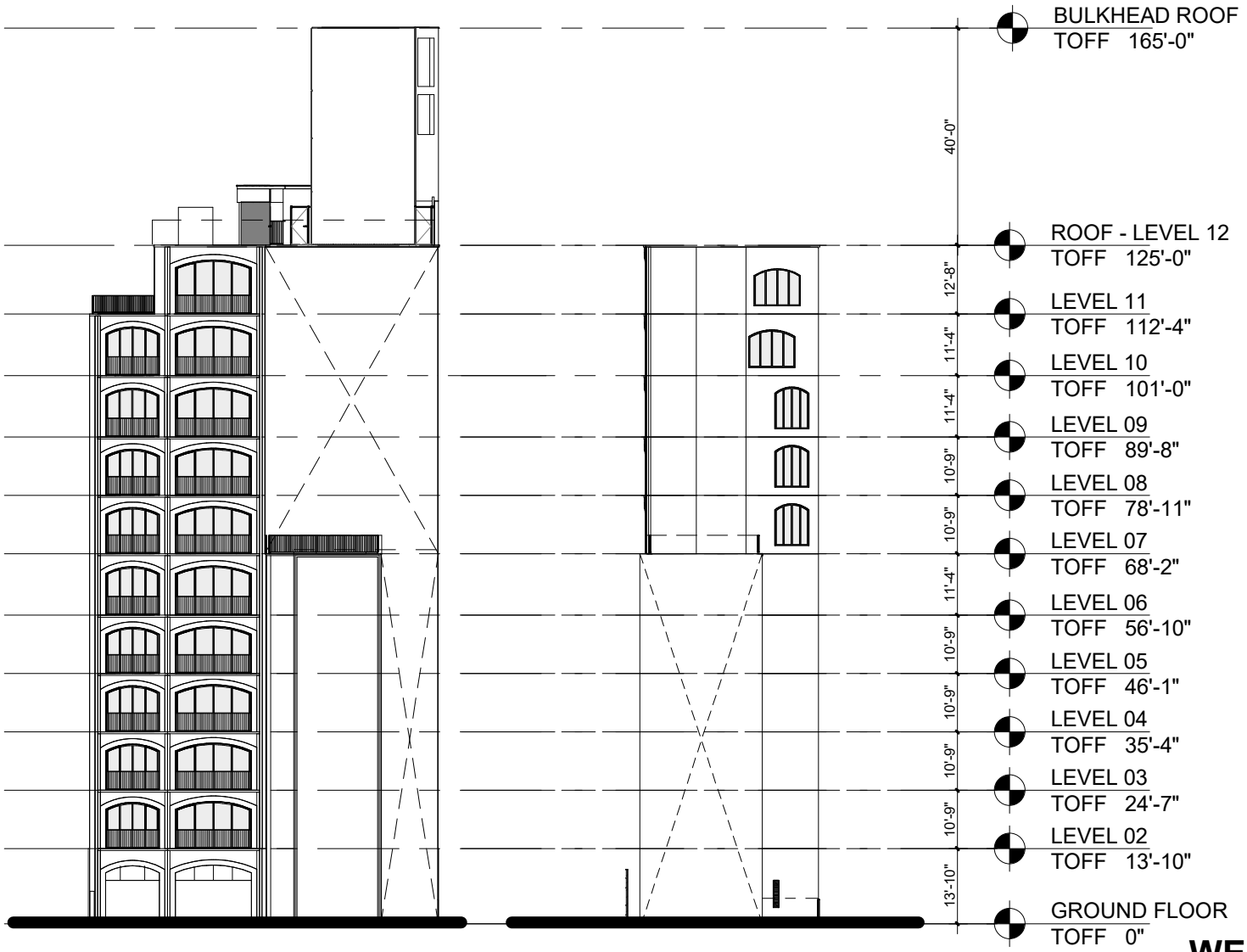
NORTH ELEVATION

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

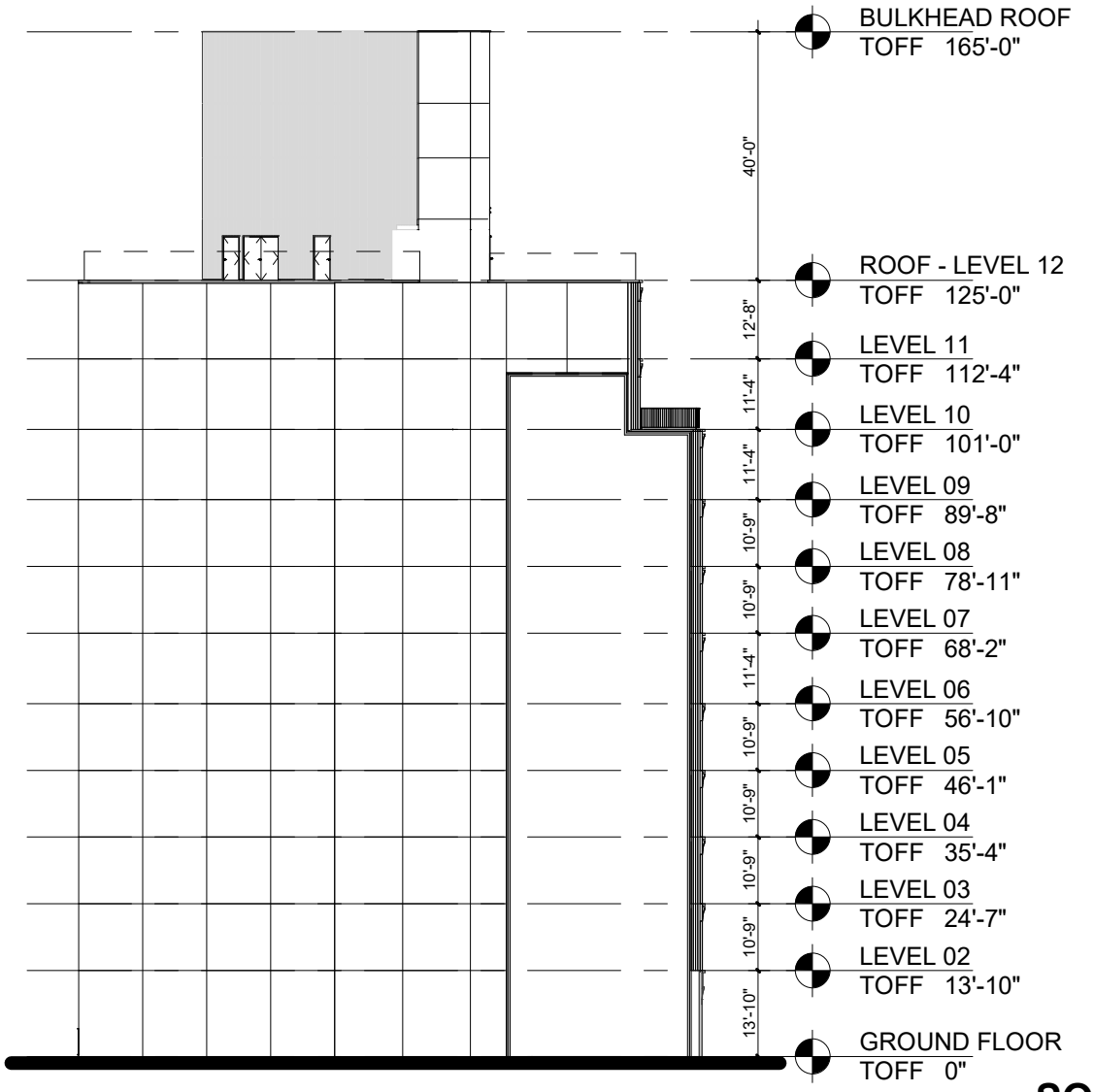
WEST ELEVATION

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

New York, New York



REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

SOUTH ELEVATION

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

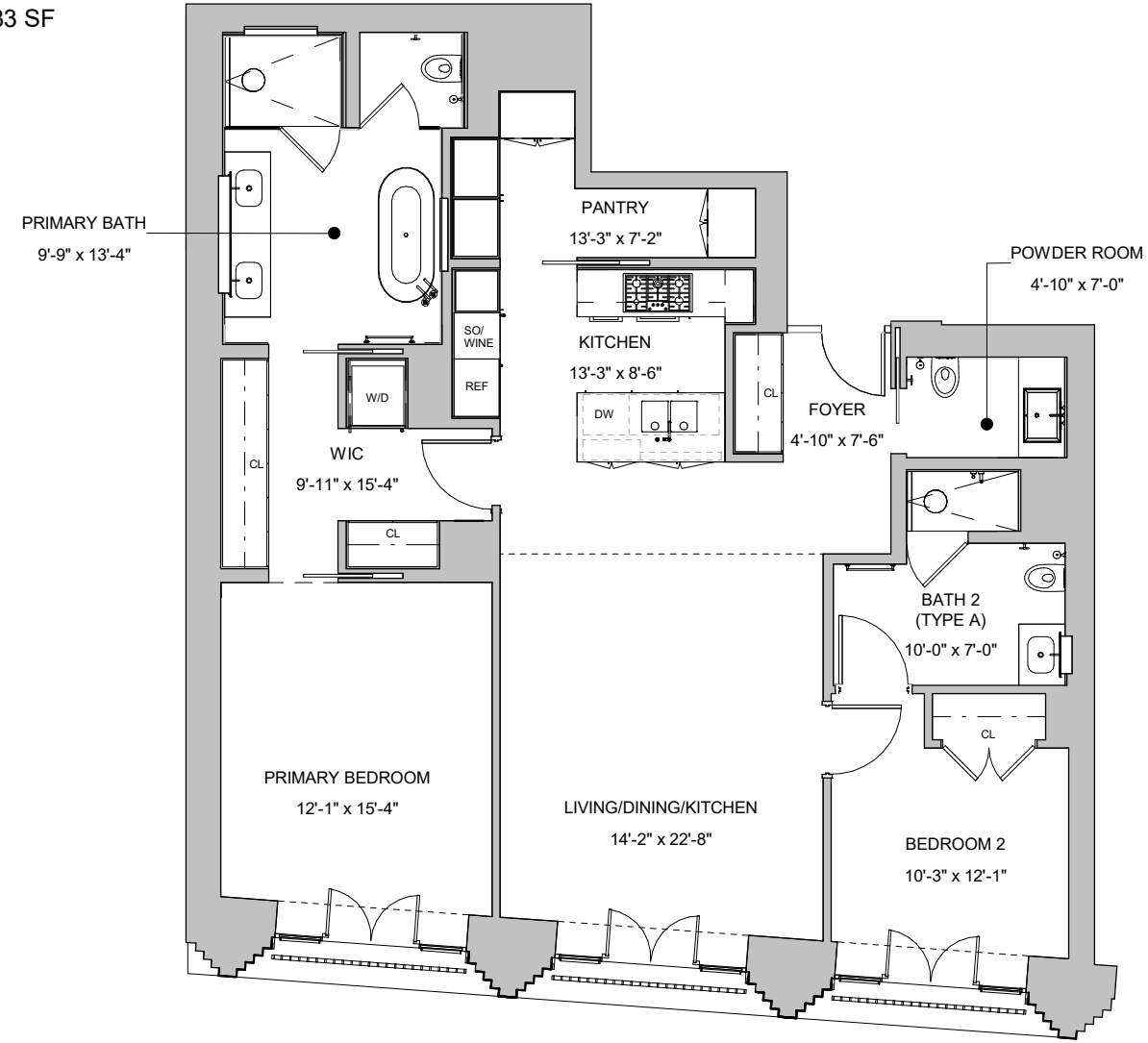
New York, New York

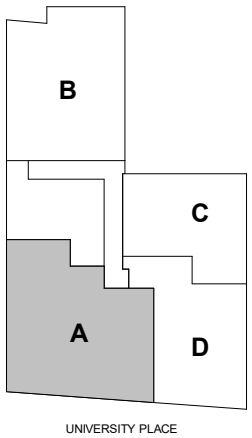
UNIT 2A, 3A, 4A

UNIT AREA : APPROXIMATELY 1383 SF
2 BEDROOMS
2.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





UNIVERSITY PLACE

2ND FLOOR KEY PLAN

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT A - LEVELS 02-04

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

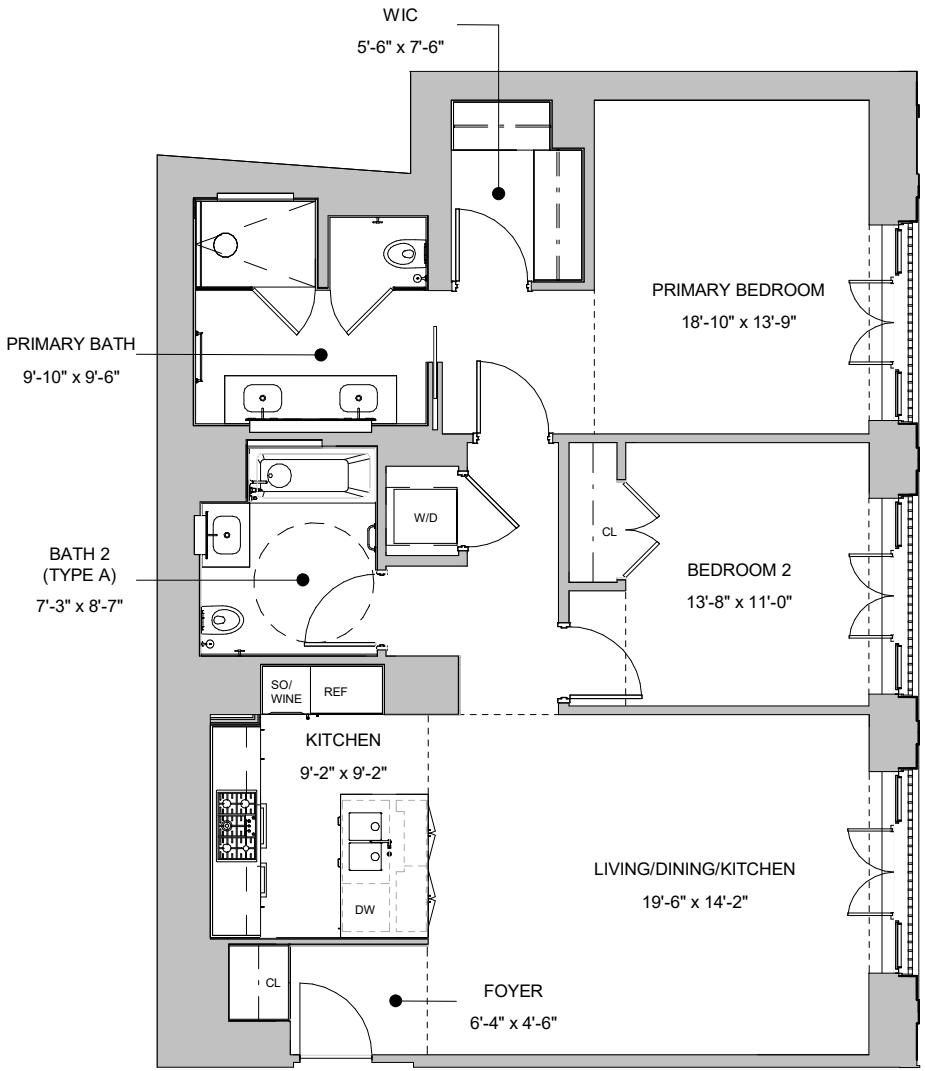
New York, New York

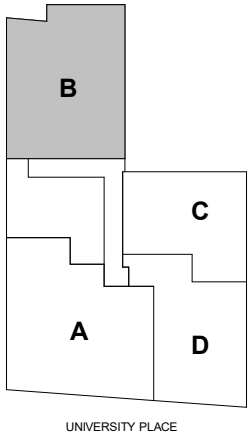
UNIT 2B, 3B, 4B, 5B, 6B

UNIT AREA : APPROXIMATELY 1256 SF
2 BEDROOMS
2 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





2ND FLOOR KEY PLAN

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT B - LEVELS 02-06

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

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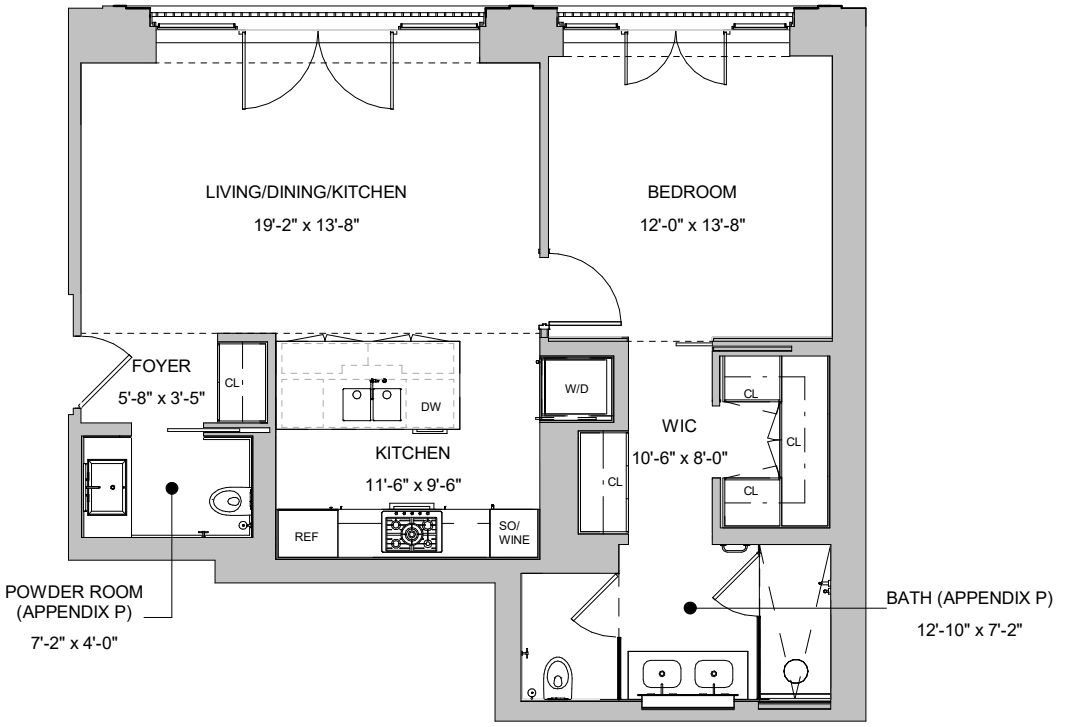
New York, New York

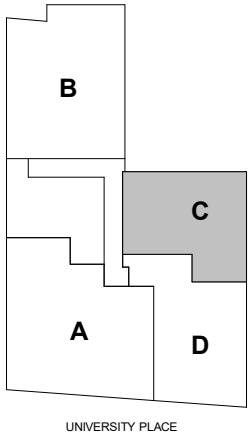
UNIT 2C, 3C, 4C, 5C, 6C, 8C

UNIT AREA : APPROXIMATELY 841 SF
1 BEDROOM
1.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





2ND FLOOR KEY PLAN

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REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT C - LEVELS 02-06, 08

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

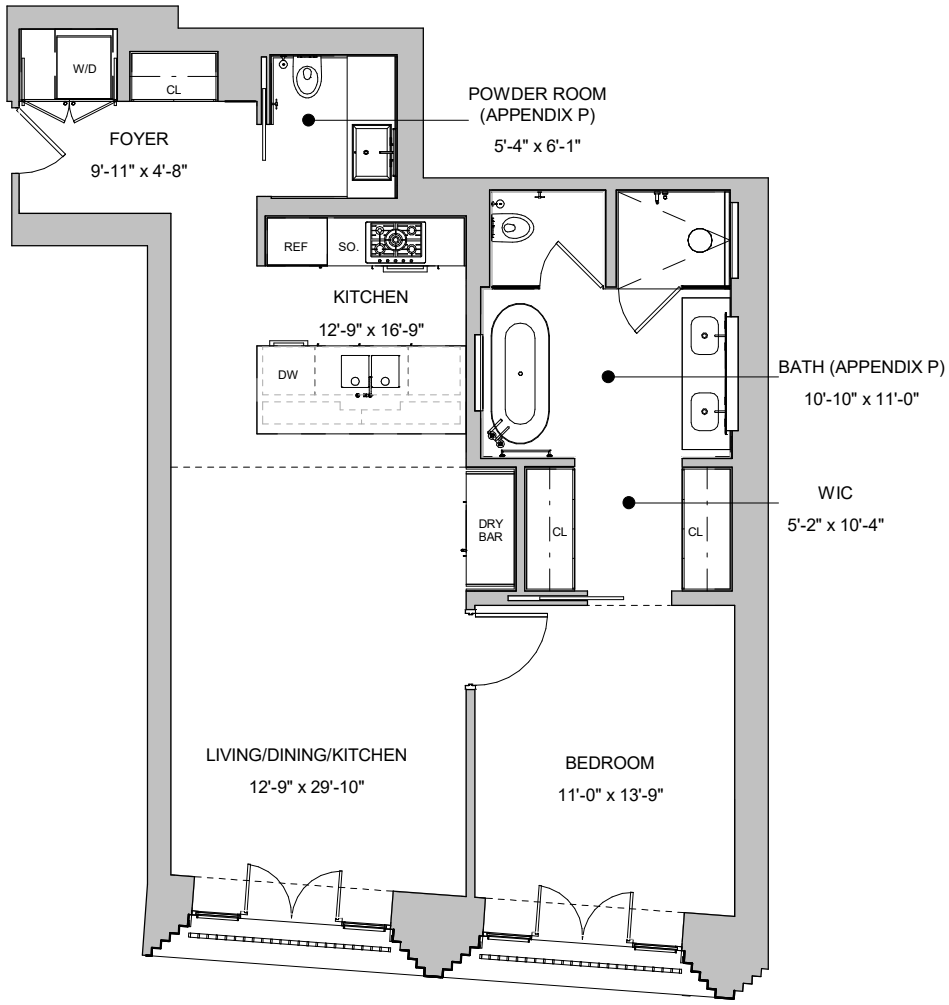
New York, New York

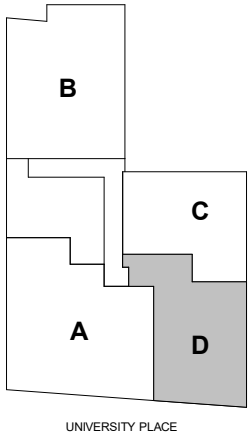
UNIT 2D, 3D, 4D

UNIT AREA : APPROXIMATELY 917 SF
1 BEDROOM
1.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





UNIVERSITY PLACE

2ND FLOOR KEY PLAN

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT D - LEVELS 02-04

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

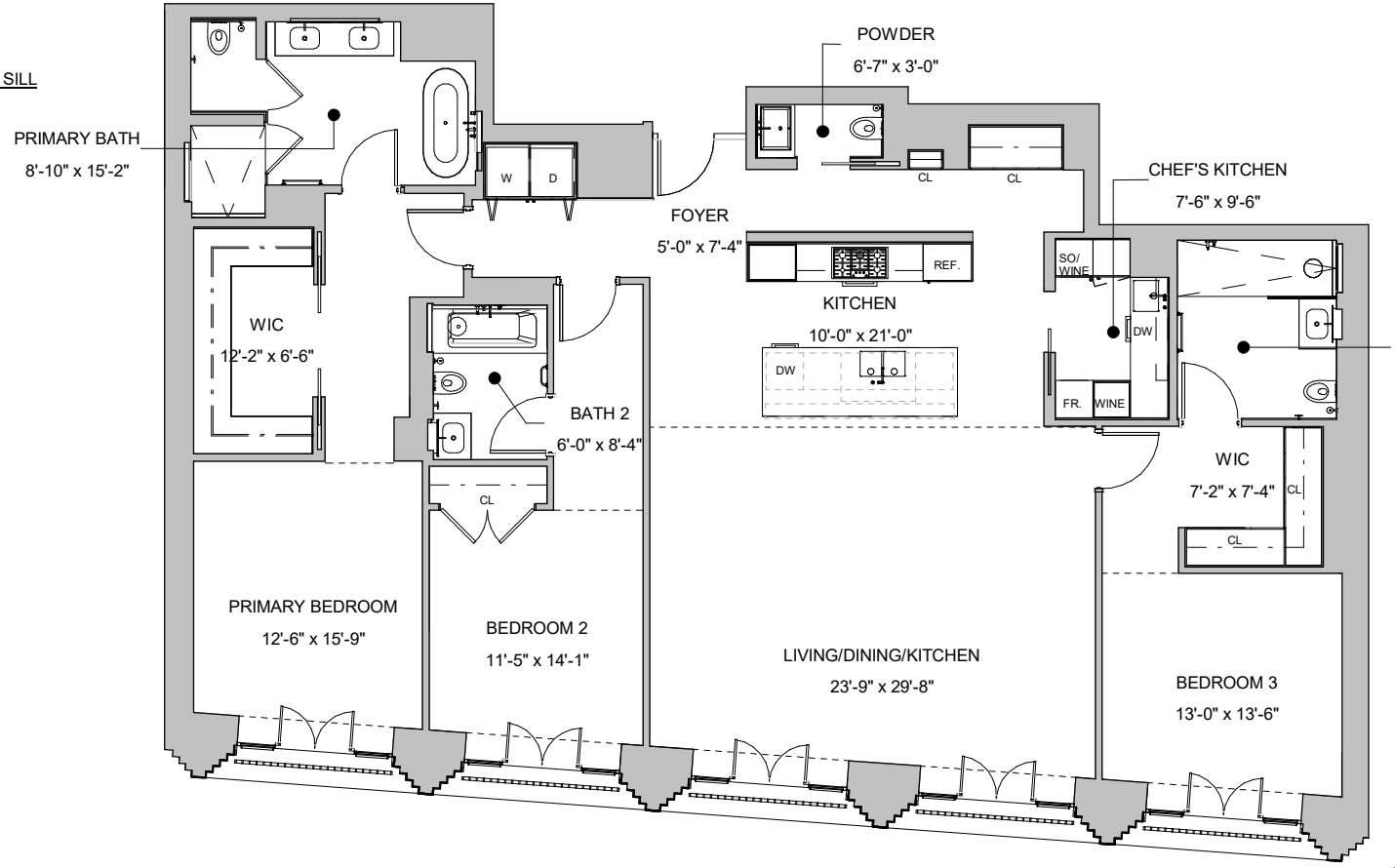
New York, New York

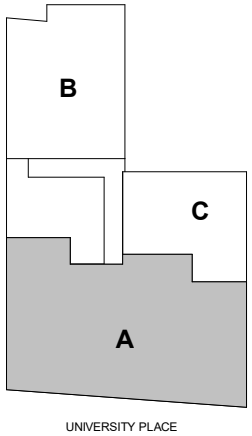
UNIT 5A, 6A

UNIT AREA : APPROXIMATELY 2336 SF
3 BEDROOMS
3.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





5TH FLOOR KEY PLAN

UNIT A - LEVELS 05-06

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

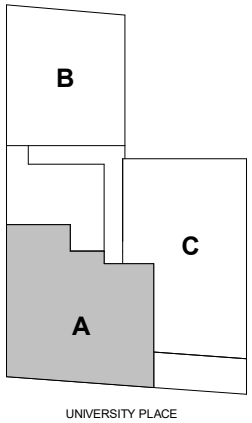
New York, New York

UNIT 7A

UNIT AREA : APPROXIMATELY 1391 SF
2 BEDROOMS
2.5 BATHROOMS

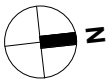
ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD



UNIVERSITY PLACE

7TH FLOOR KEY PLAN



UNIT A - LEVEL 07

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

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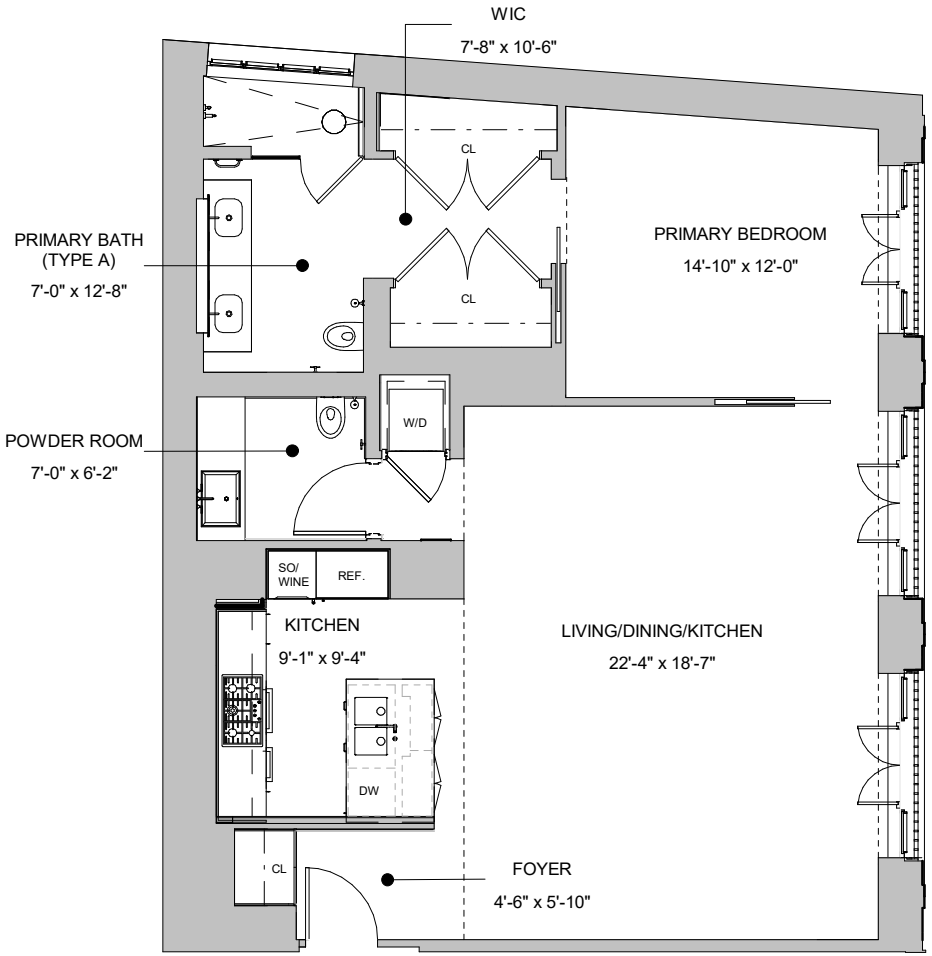
New York, New York

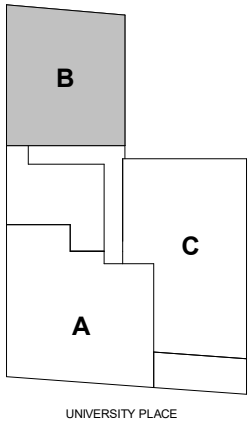
UNIT 7B, 8B, 9B

UNIT AREA : APPROXIMATELY 1152 SF
1 BEDROOM
1.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
——— - ——— INDICATES HANGING ROD





UNIVERSITY PLACE

7TH FLOOR KEY PLAN

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT B - LEVELS 07-09

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

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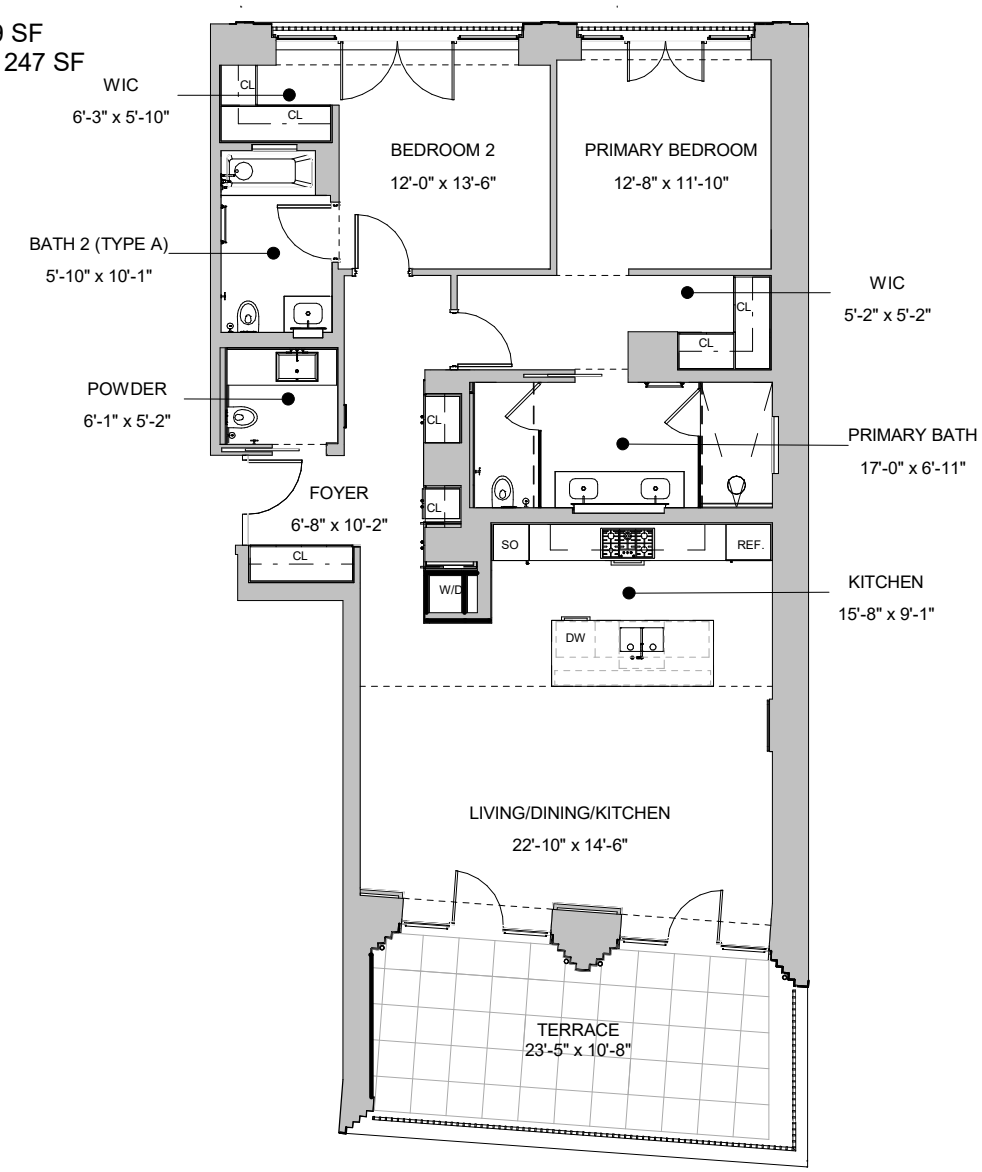
New York, New York

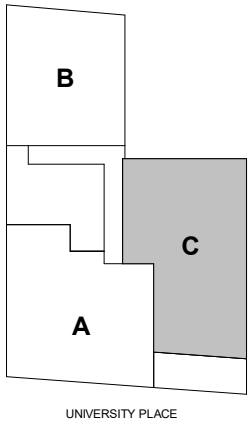
UNIT 7C

UNIT AREA : APPROXIMATELY 1509 SF
TERRACE AREA: APPROXIMATELY 247 SF
2 BEDROOMS
2.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





UNIVERSITY PLACE

7TH FLOOR KEY PLAN

N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

UNIT C - LEVEL 07

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

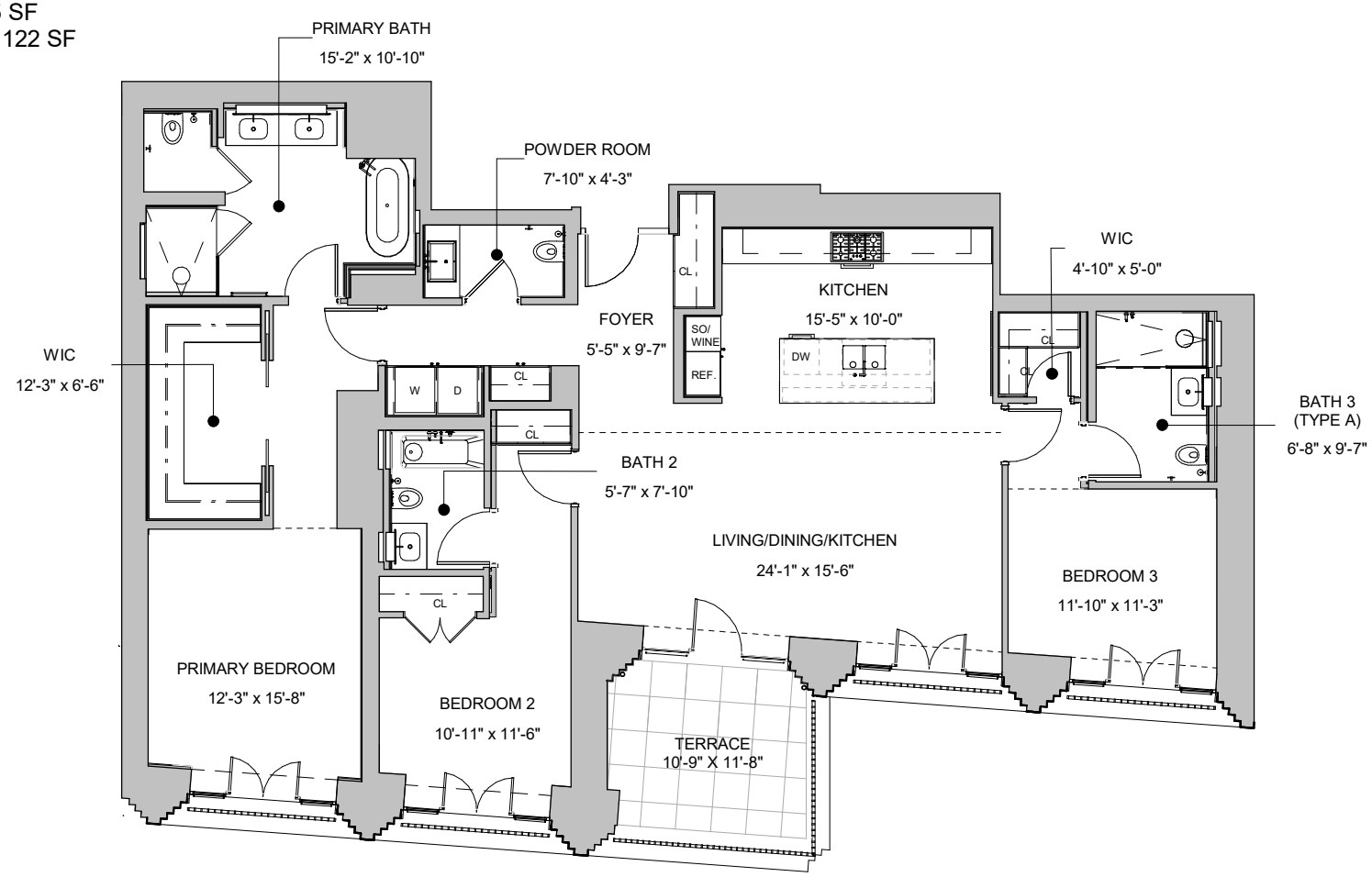
New York, New York

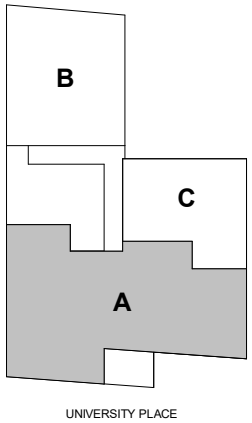
UNIT 8A

UNIT AREA : APPROXIMATELY 1955 SF
TERRACE AREA: APPROXIMATELY 122 SF
3 BEDROOMS
3.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
——— - ——— INDICATES HANGING ROD





UNIVERSITY PLACE

8TH FLOOR KEY PLAN

UNIT A - LEVEL 08

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

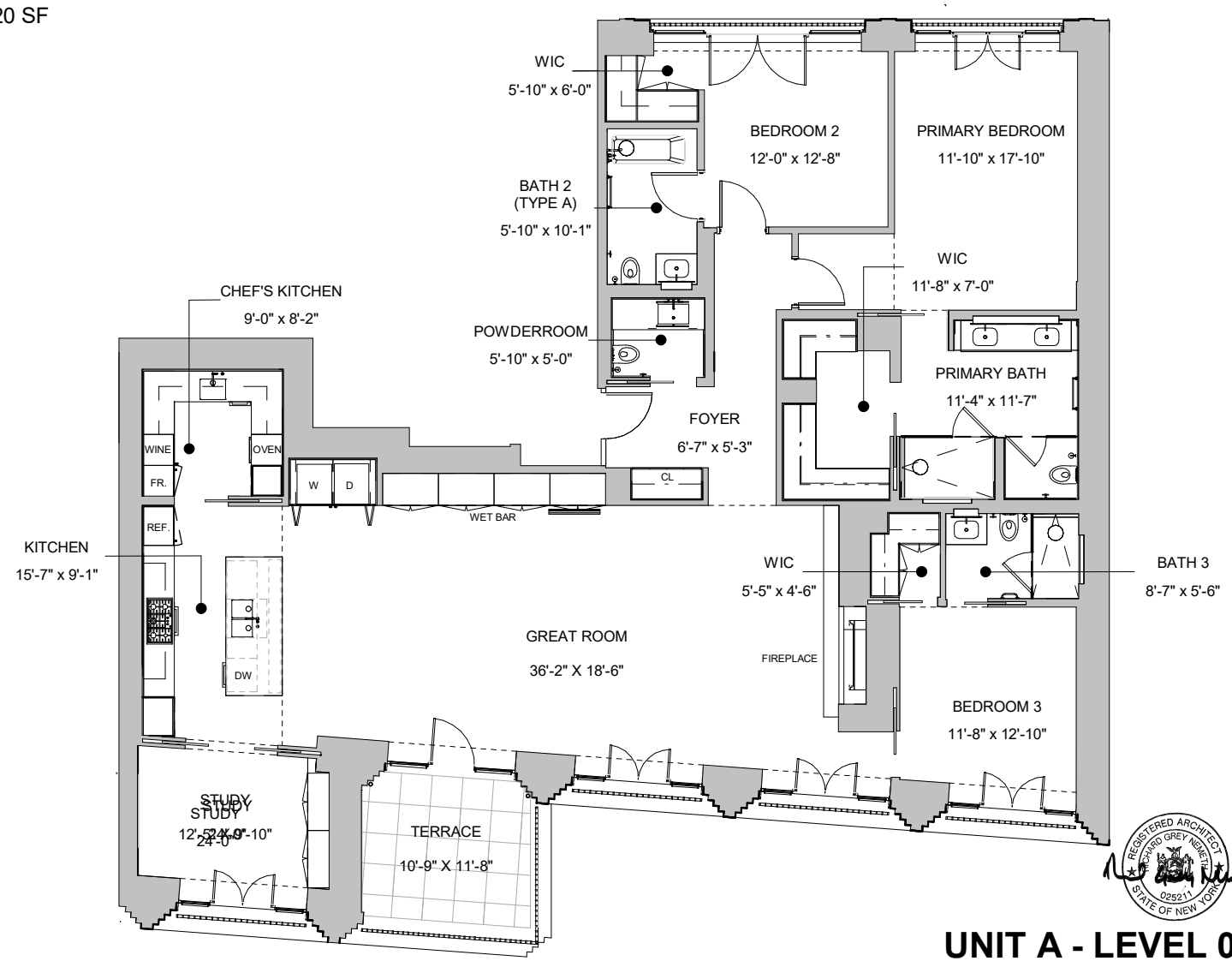
New York, New York

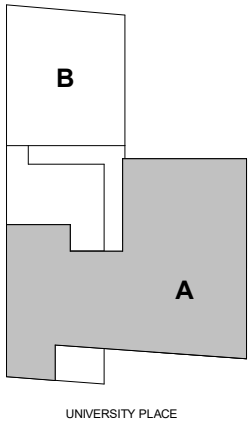
UNIT 9A

UNIT AREA : APPROXIMATELY 2592 SF
TERRACE AREA: APPROXIMATELY 120 SF
3 BEDROOM
3.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD





UNIVERSITY PLACE

9TH FLOOR KEY PLAN

N

UNIT A - LEVEL 09

5' 10' 20'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

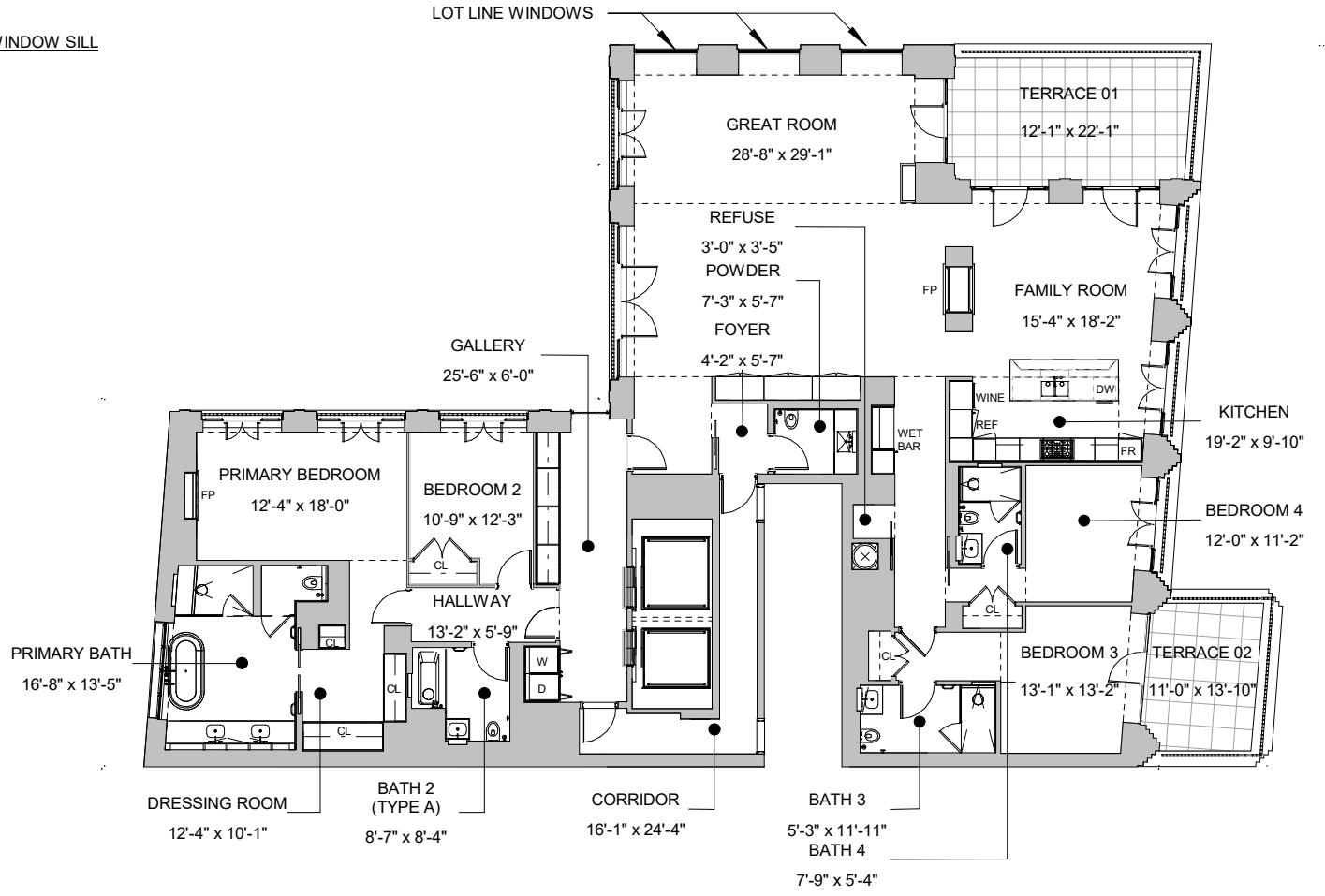
New York, New York

LEVEL 10 - PENTHOUSE B

UNIT AREA : APPROXIMATELY 3972 SF
TERRACE AREA: APPROXIMATELY 402 SF
4 BEDROOMS
4.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
—— - —— INDICATES HANGING ROD



N

REGISTERED ARCHITECT
RICHARD GREY NEMETH
025211
STATE OF NEW YORK

LEVEL 10 - PENTHOUSE B

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

64 University Place Condominium

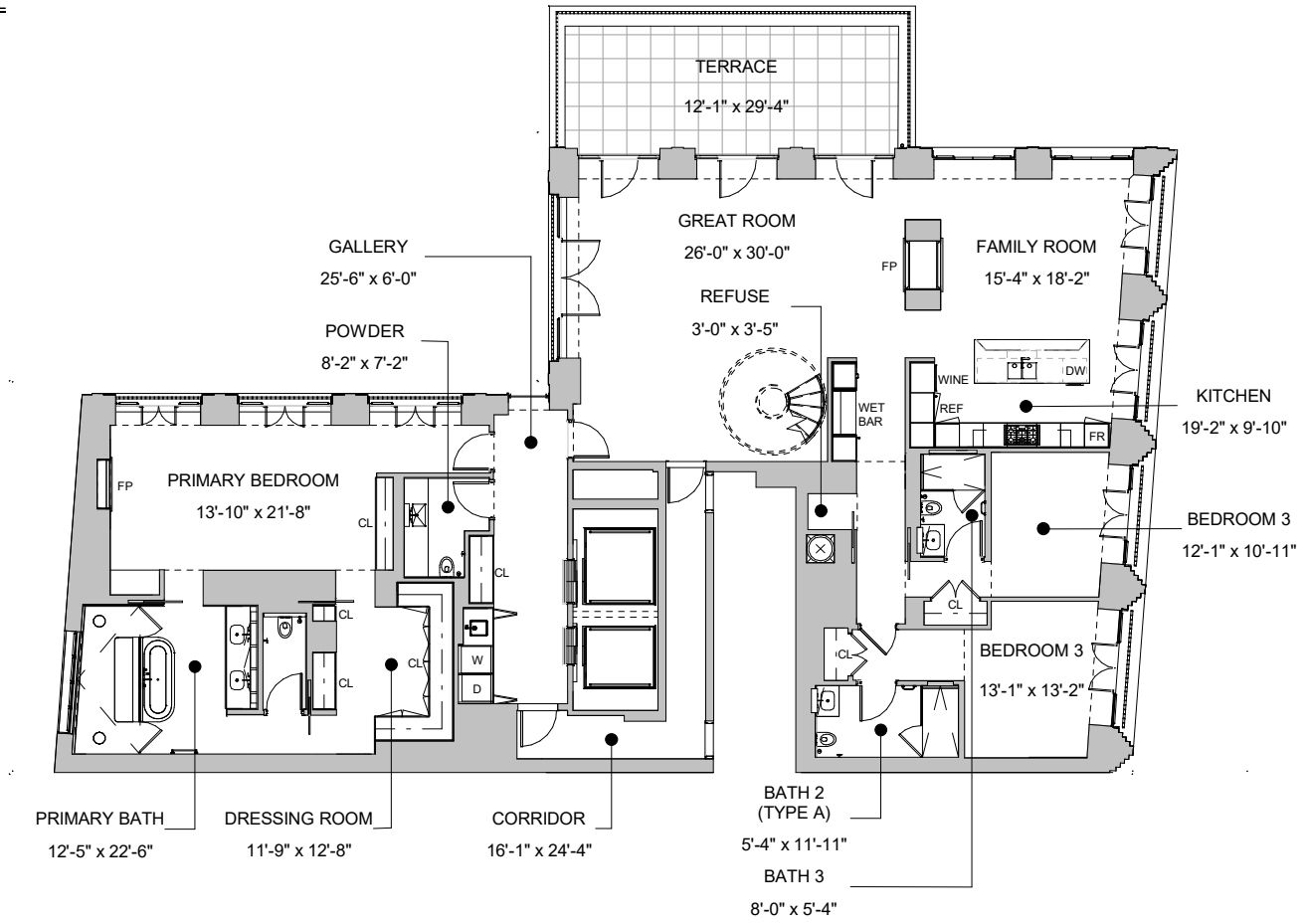
New York, New York

LEVEL 11 - PENTHOUSE A

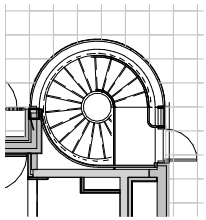
UNIT AREA : APPROXIMATELY 3648 SF
TERRACE AREA: APPROXIMATELY 2032 SF (11th and 12th Floor)
3 BEDROOMS
3.5 BATHROOMS

ALL ROOM DIMENSIONS INCLUDE WINDOW SILL

- - - - - - - - - INDICATES CEILING SOFFIT
——— - ——— INDICATES HANGING ROD



LEVEL 12 - PENTHOUSE A



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RICHARD GREY NEMETH
025211
STATE OF NEW YORK

LEVEL 11 - PENTHOUSE A

10' 20' 40'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. THE COMPLETE TERMS ARE IN AN OFFERING PLAN AVAILABLE FROM SPONSOR.

EXHIBIT 6

DECLARATION

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as 64 University Place
New York, New York 10003
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name

64 UNIVERSITY PLACE CONDOMINIUM
64 University Place
New York, New York 10003

Sponsor

64 Owner LLC
50 West 17th Street, 6th Floor
New York, New York 10010

Date of Declaration: _____

Block 568

(f/k/a Lots: 20)

n/k/a Lots (_____)

Borough of Manhattan

When Recorded, Return to:

Herrick, Feinstein LLP
Attorneys for Sponsor
Two Park Avenue
New York, New York 10016
Attention: Philip J. Tucker, Esq.

INDEX TO DECLARATION

Page

ARTICLE 1 SUBMISSION OF THE PROPERTY; BY-LAWS....3
ARTICLE 2 THE LAND....4
ARTICLE 3 THE PROPERTY....4
ARTICLE 4 THE BUILDING....4
ARTICLE 5 THE UNITS....5
ARTICLE 6 DIMENSIONS OF UNITS....6
ARTICLE 7 COMMON ELEMENTS....6
ARTICLE 8 USE OF UNITS AND COMMON AREA....9
ARTICLE 9 CHANGES IN UNSOLD UNITS....11
ARTICLE 10 [intentionally omitted]....13
ARTICLE 11 PERSON TO RECEIVE SERVICE....13
ARTICLE 12 DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS....13
ARTICLE 13 ENCROACHMENTS....13
ARTICLE 14 FACILITIES AND ALL OTHER COMMON ELEMENTS....13
ARTICLE 15 EASEMENTS....14
ARTICLE 16 POWER OF ATTORNEY....17
ARTICLE 17 ACQUISITIONS OF UNITS BY THE BOARD....19
ARTICLE 18 COVENANTS RUNNING WITH THE LAND....19
ARTICLE 19 AMENDMENTS OF DECLARATION....20
ARTICLE 20 TERMINATION OF CONDOMINIUM....20
ARTICLE 21 WAIVER....21
ARTICLE 22 CAPTIONS....21
ARTICLE 23 CERTAIN REFERENCES....21
ARTICLE 24 SEVERABILITY....21
ARTICLE 25 COVENANT OF FURTHER ASSURANCES....22
ARTICLE 26 NAME OF CONDOMINIUM AND BUILDING....22
ARTICLE 27 SUCCESSORS AND ASSIGNS....23

Schedule A — The Land
Schedule B — Description of Units

DECLARATION

OF

64 UNIVERSITY CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

64 Owner, LLC, a Delaware limited liability company having an office at 50 West 17th Street, 6th Floor, New York, New York ("Sponsor" or "Declarant"), does hereby declare as follows:

ARTICLE 1
SUBMISSION OF THE PROPERTY; BY-LAWS

1.1 Submission of Property. Sponsor hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "64 University Place Condominium" (the "Condominium").

1.2 Development Rights. The Property includes that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights"), all of which, however, are hereby assigned to and reserved for and shall inure to the benefit of Declarant in all respects, which Development Rights may be utilized by the Declarant or any other party acquiring the same from Declarant (the "Development Rights Purchaser", with any owner of Development Rights constituting a "Development Rights Owner") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). Sponsor reserves the right to form a tax lot parcel as part of the Condominium in which to house Development Rights, and to assign the Development Rights to one or more Unsold Units owned by Sponsor.

1.3 By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of 64 University Place Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as they may be amended from time to time in accordance with the provisions hereof and thereof governing amendments, are hereinafter referred to as the "By-Laws").

1.4 Defined Terms; Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Condominium By-Laws (including the "Table of Definitions" annexed as Exhibit

1 thereto). In the event of a conflict between: (i) the terms and provisions of this Declaration, on the one hand, and the terms and provisions of any of the Condominium By-Laws, on the other hand, the terms of this Declaration shall in all events govern.

ARTICLE 2
THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the County of New York, City and State of New York. The Land is owned, as of the date hereof, by Sponsor in fee simple absolute and has an area of approximately 6,679 square feet.

ARTICLE 3
THE PROPERTY

3.1 Included in the Property described in Article 1 is a building (the "Building") containing, in addition to lobbies, hallways, corridors and other service, utility and mechanical areas: (i) 28 residential units (collectively, the "Residential Units" and individually, a "Residential Unit"), located on the Floors 1 through 11; (ii) a Retail Unit located on portions of the Cellar and Ground Floor, (iii) a Community Facility Unit located on the Ground Floor (collectively with the Retail Unit, the "Nonresidential Units and individually a "Nonresidential Unit"); and (iv) 28 Storage Lockers located in a Storage Room in the Cellar, which are Residential Common Elements subject to licenses pursuant to [Section 8.12] of the By-Laws. The Residential Units and Nonresidential Units are collectively the "Units" and individually a "Unit".

3.2 The owner of a Residential Unit is herein called a "Residential Unit Owner" and the owners of all Residential Units are herein collectively called the "Residential Unit Owners". The owner of a Retail Unit is herein called a "Retail Unit Owner". The owner of a Community Facility Unit is herein called a "Community Facility Unit Owner" (and collectively with the Retail Unit Owner, the "Nonresidential Unit Owners" , with each constituting a "Nonresidential Unit Owner"). The owner of a Unit, whether a Residential Unit or a Nonresidential Unit, is herein called a "Unit Owner" and the owners of all Units are herein collectively called the "Unit Owners".

3.3 The street address of the Property is 64 University Place, New York 10003.

ARTICLE 4
THE BUILDING

The Building is a Class 1B protected non-combustible cast in place concrete conforming to all applicable regulations of The City of New York, and is constructed of a combination of materials including cast in place concrete structural framed, brick, stone, aluminum/glass, and metal . The Building has a cellar below grade (the "Cellar"), 11 floors above-grade (referred to as the "Ground Floor" and "Floors Two through Eleven"), an elevator bulkhead and main roof (the "Roof"). The height of the Building is approximately 165'-0" from ground level to highest part of roof bulkhead.

ARTICLE 5
THE UNITS

5.1 The location of each Unit is shown on and is governed by the floor plans of the Building certified by **Kohn Peterson Fox Associates PC** intended to be filed in the New York County office of the Register of the City of New York (the "City Register's Office") simultaneously with the recording of this Declaration (as the same may be amended from time to time, the "Floor Plans"). Schedule B annexed hereto and made a part hereof sets forth the following supplementary data with respect to each Unit necessary for the further proper identification thereof: Unit designation; tax lot number; direction in which each Unit faces; approximate square foot area; number of rooms in the residential areas; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access; and the proportionate undivided interest in fee simple absolute (expressed as a percentage) in the Common Elements (the "Common Interest") appurtenant to such Unit.

5.2 Each Residential Unit includes, and each Unit Owner shall be responsible for (maintaining, insuring, repairing, replacing, etc.), all fixtures, equipment, furniture, furnishings, decorations, improvements, appliances within a Unit or other personal property, whether existing in the Unit as of the Closing Date or installed therein after the Closing Date, (collectively, "Unit Owner Insured Property"), including, without limitation, the front entrance door and any other entrance doors to such Unit (including all locks, peep holes and hardware), interior doors and hardware, hallways serving a Unit exclusively, the interior walls, partitions, wood or other floors (including all underlayerments above the concrete slab) and floor coverings and ceilings affixed, attached or appurtenant to such Unit, smoke and carbon monoxide detectors, all window blinds or draperies and associated hardware, all plumbing, gas and heating fixtures, equipment and appliances such as refrigerators, microwaves, dishwashers, washers and dryers, heating, ventilating and air-conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, electrical panel boxes, lighting and electrical fixtures and switches and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel box (including electrical branch wiring but excluding electrical service risers) and serving or benefiting only that Unit, sinks, bathtubs, waterclosets, medicine cabinets and vanities, built-in cabinetry of any type, backsplashes in kitchen and bathrooms, kitchen cabinets, countertops in kitchens and bathrooms, wall accessories, trim and moldings and all other facilities as may be affixed, attached or appurtenant to such Unit or a Terrace appurtenant to such Unit and serving such Unit and/or Terrace exclusively. Plumbing, gas and heating fixtures and equipment as used in this paragraph shall include fireplace, fireboxes and dampers, exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, flues or ductwork within the walls, ceilings or floors. Notwithstanding anything contained in this Article 5 to the contrary, each Unit Owner will have the right, subject to such rules as may be imposed by the Condominium Board, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of

one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

ARTICLE 6
DIMENSIONS OF UNITS

The approximate square foot area of each Unit is measured horizontally from the the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit) to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit of to the exterior side of the opposite exterior walls. PHA and PHB Units include as part of their Units the gallery corridors adjacent to the elevators on their respective floors and each floor's refuse room. Each Unit is measured vertically from the top of finished floor to the ceiling which varies from dropped gypsum ceilings to the underside of painted structural slabs. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the stated heights and may also vary slightly from room to room. Common Elements located within or appurtenant to any Unit shall not be considered a part of such Unit. Ceiling heights in the kitchens, powder rooms, bathrooms, foyers and corridors will vary from the heights stated due to beam drops and/or concealed mechanical pipes or ducts or other piping that is in the ceilings. Heights may be lower than the stated heights and may also vary from room to room. This method of measurement is applicable to all Units. The Terraces shall be measured from face of building to inside of glass railing. The approximate square foot area of each Storage Room is measured [from the interior face of wall to interior face of opposite wall.

ARTICLE 7
COMMON ELEMENTS

7.1 The Common Elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities[1] located therein for common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements comprise the General Common Elements and the Residential Limited Common Elements, all

[1] As used herein, the words "facility" and "facilities" include, but are not limited to, the following fixtures, apparatus, equipment, personalty, appurtenances, installations, systems and other items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of those terms: convector, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

of which are described in Sections 7.2 and 7.3 of this Article 7, respectively, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article).

7.2 The General Common Elements include those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property (other than those areas and items specifically identified as part of a Unit and/or the Residential Limited Common Elements) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.3 The Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration).

7.4 All structural elements, foundations, foundation walls, main roof, footings, columns, girders, beams, supports, interior load-bearing walls, the exterior wall system of the Building, floor slabs and ceilings.

7.5 All structures on the roof, including without limitation, the air-cooled chillers including the structure provided for the air-cooled chillers, fire tank and water storage tank.

7.6 All halls, passages and corridors, storage rooms, housekeeping areas, mechanical and other rooms, all fire staircases, landings, lobbies and stairs, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building, serving or benefiting all or any combination of the Units.

7.7 Ventilation supply system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all or any combination of the Units. Tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line duct, conduit, cable, riser, main, shaft, soffit, pipe, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

7.8 Hot water, chiller and condenser water systems.

7.9 All enclosing walls and doors and all mechanical equipment and associated piping and controls and all utilities and mechanical and electrical transfers and equipment serving or benefiting all or any combination of the Units.

7.10 All electrical risers, feeders, lines and equipment, including incoming service, voluntary generator, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, excluding, however, all such items located exclusively within a Unit and serving only that Unit.

7.11 All plumbing fixtures, equipment for distribution of cold water, hot water return piping system, and equipment for producing and distributing hot water and chilled water (including pumps, valves, pressure reducers, meters and water heaters and chillers), excluding, however, all such items located exclusively within a Unit and serving only that Unit.

7.12 All fire protection equipment for distribution of sprinkler and standpipe systems, including the water storage tanks and the structures provided therefor.

7.13 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located exclusively within a Unit and serving only that Unit.

7.14 All steam rooms, electric service rooms, gas and water meter rooms, generator rooms, building storage rooms, washrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting all or any combination of the Units.

7.15 All elevators (including both passenger and service elevators, if applicable) which are for the use of all or any combination of the Units in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities.

7.16 All other parts, systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all or any combination of the Units.

7.17 All other parts of the Property either existing for the common use of all or any combination of the Units or Unit Owners or that serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Property or all or any combination of the Units.

7.18 All elevator pit/runbys, compactor room, super's workshop and storage room, maintenance storage, maintenance offices, locker rooms, engine room, pump room, electrical vault and all mechanical equipment serving same.

7.19 All loading/receiving areas, elevators and lobby, egress stairs and corridors and all associated mechanical equipment serving same; and the exterior space at the Building entries consisting of any stairs, railings, lighting and other electrical equipment, marquees and ornamental fixtures, planters and other freestanding structures; excluding, in all instances, such of these as only serve the Units or Unit Owners.

7.20 Enclosing walls and doors and all mechanical equipment servicing same; all utilities and mechanical and electrical transfers and equipment used for all or any combination of the Units.

7.21 With respect to the rooftop, egress stairs, elevator machine rooms, house tank rooms and their enclosing walls and doors and all mechanical equipment serving same.

7.22 Smoke detection alarm system, telephone system and cable television system.

7.23 All security monitors and equipment and other security facilities serving or benefiting all Units.

7.24 All installations, equipment, apparatus, facilities, exterior walls, interior walls, doors, partitions, floors, roofs, ceilings, hallways, lobbies, corridors and vestibules that enclose or service any one of the Units.

7.25 The Storage Room and the Storage Lockers located inside, provided that the Storage Lockers may be subject to a license for exclusive use as more fully set forth in the Offering Plan, this Declaration and the By-Laws.

7.26 Whether or not specifically identified as part of the General Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all Equipment existing in the Building or on the Property (other than those areas and items specifically identified on the Floor Plans as part of a Unit and/or Residential Limited Common Elements) the common use of and/or benefit from which is necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.27 The Residential Limited Common Elements consist of those portions of the Property designated on the Floor Plans as Residential Limited Common Elements. The Residential Limited Common Elements include, without limitation, the Terraces appurtenant to any particular Unit (although the benefited Unit Owner shall have the exclusive use thereof as set forth in Article 15 below, and certain responsibilities with respect thereto as are set forth in the By-Laws).

ARTICLE 8
USE OF UNITS AND COMMON AREA

8.1 Use of the Units.

8.1.1 General. As more particularly set forth and described in the By-Laws, except as otherwise herein and in the By-Law expressly provided, Units may be used only for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation, as defined in the Zoning Resolution. Units may be owned or leased by an individual, corporation, partnership limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Units may only be occupied by (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted

lessee; (iii) any partner or employee of any partnership, which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company, which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

8.1.2 Unsold Units. Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, Sponsor (and their its designee) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Unit for any lawful purpose, including, but not limited to, the use of any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable Laws. As used in the Condominium Documents, "Unsold Unit" refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designees as the holder of one or more Unsold Unit(s); any Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage.

8.2 Nonresidential Units. The Nonresidential Units may be used for any lawful purpose, including, without limitation, for retail, banking, medical office, commercial, community facility or office purposes. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Nonresidential Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. Notwithstanding the foregoing, Nonresidential Units may not be used as a pornography store, massage parlor, drug treatment facility or homeless shelter. The Nonresidential Owners shall use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Unit and vent the same.

8.3 Storage Lockers. Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage pfurposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its Licensee thereof. To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity. The use of a Storage Lockers shall be further subject to the provisions of the By-Laws.

8.4 Common Elements. Except as otherwise provided in the By-laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; and (ii) Terraces and/or Balconies may be used only for purposes commensurate with the uses permitted of the Units to which they are appurtenant.

8.5 Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.6 No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All Legal Requirements relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation pursuant to the By-Laws or this Declaration to maintain or repair such portion of the Property.

ARTICLE 9
CHANGES IN UNSOLD UNITS

9.1 Unsold Units. Notwithstanding anything to the contrary contained in the By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Sponsor and any other owner of an Unsold Unit shall have the right, at any time and from time to time, without the vote or consent of the Board, any Unit Owner or other Person, to: (a) make alterations, additions, improvements, replacements and/or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Unit(s); (b) change

the use (subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit) or layout of, or number of rooms in, any Unsold Unit(s) from time to time; (c) change the size and/or number of Unsold Unit(s) by subdividing one or more Unsold Units into two or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, converting an Unsold Unit or any portion thereof to a Common Element, a Residential Limited Common Element, or a Unit, altering the boundary walls between any Unsold Units, or otherwise, including incorporating the use of any portion of the Residential Limited Common Elements adjacent or appurtenant thereto (but only to the extent that such Residential Limited Common Elements are not required to be maintained as Residential Limited Common Elements based upon such alterations); (d) whether in respect of subdivisions or combinations of the Unsold Units or otherwise, designate all or any part of an Unsold Unit or a Common Element as part of a newly created or expanded Unsold Unit or Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Unsold Units (or other Units) owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (iii) Sponsor or such other owner of an Unsold Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold the Board and all other Unit Owners harmless from any liability arising therefrom. Sponsor or such other owner of an Unsold Unit, as the case may be, shall have the right, without the consent of the Board, any Unit Owner or other Person to amend (and/or cause the Board to amend) the Declaration, the By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.2 Units Generally. Subject to this Declaration (including, without limitation, Section 9.4 below) and the By-Laws, the Unit Owner(s) of one or more Units (other than Unsold Units), with the express written consent of the Board, which consent may be granted or withheld for any reason in such Board's sole discretion, may be given, with respect to its Unit(s), the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units, including, without limitation, the right to change, combine, subdivide and/or otherwise reconfigure two or more adjacent Units owned by such Unit Owner.

9.3 Consents. Subject to the immediately succeeding sentence, the provisions of Sections 9.1, 9.3 and 9.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Sponsor or any other owner of an Unsold Unit. Wherever the consent, approval or satisfaction of Sponsor (as the owner of any Unsold Unit(s)) or the owner of any Unsold Unit(s) is required under this Declaration or the By-Laws, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Units.

9.4 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests

of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Unit(s), at the election of Sponsor, by Sponsor, the managing agent of the Condominium or any other Person reasonably acceptable to the Board; and (b) in the case of any other Unit(s) by the managing agent of the Condominium or any other person reasonably acceptable to the Board.

ARTICLE 10
[intentionally omitted]

ARTICLE 11
PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or the Board. As of the date of this Declaration, any process received by the Secretary of State should be mailed c/o 64 Owner LLC, 50 West 17th Street, 6th Floor, New York, New York 10010. Thereafter, the Condominium and the Board may each notify the Secretary of State of the address to which a copy of any process received should be mailed.

ARTICLE 12
DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

ARTICLE 13
ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or (c) any encroachment shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent (when required by the By-Laws), of the Board, or made by Sponsor or its designee, as the case may be, or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand (or during any period in which it is being rebuilt or restored, in accordance with the By-Laws, following any such fire or other casualty, taking or eminent domain proceeding);

provided that in the case of any such encroachment described in subparagraph (c) (ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes.

ARTICLE 14
FACILITIES AND ALL OTHER COMMON ELEMENTS

Except as may otherwise be expressly set forth herein or in the By-Laws, each Unit Owner shall have, and is hereby granted, in common with all other Unit Owners, an easement to use any and all General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to maintain, such Unit Owner's Unit. Each Unit Owner will have, in common with all other Unit Owners, an easement for the use of the General Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain as necessary, such Unit Owner's Unit, and the Board, on behalf of all Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Common Elements. Each Unit shall be subject to an easement in favor of the Board, on behalf of all Unit Owners, to use, operate, maintain, repair, alter, rebuild, restore and replace all Common Elements located in such Unit or elsewhere on the Property. In addition, Sponsor (or its designee) and the Board shall have the right, in connection with any repair or maintenance work in or to the Building, to erect scaffolding or attach window washing equipment or other equipment temporarily on any Terrace and to require a Unit Owner to remove any personal property from its Terrace (at the Unit Owner’s sole cost and expense) in connection therewith, and, in such event, the affected Unit Owner will not be entitled to compensation or an abatement of Common Charges from Sponsor (or its designee), the Condominium or other Unit Owners for the period during which their use of the Terrace is restricted or prevented in connection with repair or maintenance work in or to the Building. The Board and any managing agent, manager and other persons authorized by the Board shall have a right of access to each Unit and any Residential Limited Common Element appurtenant to such Unit, whether exclusive or not, (and such is hereby granted) to inspect the same or remove violations of governmental laws or regulations against any part of the Property; to cure defaults by the owner of such Unit under the By-Laws, this Declaration or the Rules of Regulations; to perform maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems or other portions of the Common Elements (including, without limitation, all Residential Limited Common Elements) contained therein or elsewhere in the Property; or correcting any conditions originating in any Unit and threatening another Unit or any Common Element; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 15
EASEMENTS

15.1 Each Unit Owner shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, repair, alter, rebuild,

restore and replace the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit or the Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.2 Each Unit Owner of a Unit with a Terrace appurtenant thereto shall have an easement for the exclusive use of such Terrace, which use shall be subject to the terms and conditions of this Declaration, the By-Laws. Each Terrace (and the Unit to which such Terrace is appurtenant) shall be subject to the easement(s) in favor of Sponsor and the Board as set forth herein.

15.3 Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress and egress to and from its Unit, and, to the extent reasonably necessary, for the use of any Common Element (excluding all Residential Limited Common Elements). The Units shall each be subject to such easement.

15.4 Each Unit Owner shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit, the General Common Elements or any Residential Limited Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.5 Each Unit and the Common Elements shall have easements of sub-adjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

15.6 Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Residential Limited Common Elements), and the Board grants an easement over and through the General Common Elements: (a) in the case of the Unit Owners, to the Board for the purpose of (and to the extent reasonably necessary for) maintaining, repairing, altering, preventing or minimizing damage to such granting Unit Owner's Unit and the Residential Limited Common Elements, if any, appurtenant to its Unit, as well as ensuring that same are in compliance with all laws and insurance requirements; (b) in the case of the Board and the Unit Owners, to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, repairing, altering, preventing or minimizing damage to any portions of the

grantee Unit Owner's Unit and its appurtenant Residential Limited Common Elements, as well as ensuring that same are in compliance with all laws and insurance requirements; (c) to each Unit Owner, and to the Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, repairing, altering, preventing or minimizing damage to any Common Elements or other facilities located in or solely accessible through such granting Unit Owner's Unit or Residential Limited Common Elements, if any, which serve other Units (including, without limitation, for the purposes of reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building), as well as ensuring that same are in compliance with all laws and insurance requirements; (d) to the Board (only to the extent permitted under the other provisions of the Condominium Documents) for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to the Board for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; and/or (0 to the Board for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the By-Laws, or correcting any conditions originating in such Unit Owner's Unit or Residential Limited Common Elements and threatening the health, safety and welfare of the occupants of, or the property located within, another Unit or all or any part of the Common Elements).

15.7 Sponsor (or its designee) and the Board with respect to the Property and the Unsold Units, shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property or the Unsold Units, as the case may be, as Sponsor (or its designee) or the Board, or the Unsold Unit Owners, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any of the other Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any of the other Units for their permitted purposes.

15.8 Sponsor (or its designee) and its successors and assigns, shall, to the extent permitted by law, have an easement to erect, use, lease, license, maintain, repair, replace and operate, from time to time, one or more signs, notices, advertisements, illuminations, canopies, flags or awnings or other protrusions on the Property, including without limitation, on the exterior of the walls of the Building, for the purposes of advertising the sale or lease of any Unsold Unit, and/or the operation of any business of a tenant or occupant of all or any portion of any Unsold Units, as the case may be. In addition, Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise.

15.9 Each easement and other right granted under this Article 15 shall be deemed to permit the benefited party(ie)s' contractors, subcontractors, agents, representatives, occupants, employees and other designees (and, in the case of a grant to the Board, the Managing Agent), to use such easement or other right, as applicable, if such Unit Owner so elects.

15.10 Any grant of an easement "on", "over", "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

15.11 Each Unit Owner of who purchases a Storage License shall have an easement for the exclusive use of the Storage Locker for which such license has been issued, and use of the Storage Locker shall be subject to the terms and conditions of this Declaration and the By-Laws. Each Storage Locker shall be subject to the easement(s) in favor of Sponsor and the Board as set forth herein.

15.12 Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise.

15.13 Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 16
POWER OF ATTORNEY

16.1 Each Unit Owner, upon acceptance of a deed for a Unit, will execute and deliver, and upon failing to execute and deliver will be deemed to have executed and delivered, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine) which shall grant to the persons who shall from time to time constitute the Board the power and authority: (a) acquire in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest: (i) in connection with the enforcement of the Board's lien for unpaid Common Charges; or (ii) whose Unit Owner elects to surrender the same pursuant to the By-Laws; or (iii) that becomes the subject of a foreclosure or other similar sale (including, without limitation, Units with respect to which liens for real estate taxes are being sold by the City of New York); on such terms, including, without limitation, price as said attorneys-in-fact shall deem proper; (b) acquire or lease in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit, together with its appurtenant Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, on such terms and conditions as said attorneys-in-fact shall deem proper; (c) manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit

which the undersigned could do if personally present; (d) prepare, execute and administer Storage Licenses for Storage Lockers, and assignments and assumptions thereof; and (e) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (i) any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or (ii) following due authorization by any affected Unit Owner(s) to the extent required in the Condominium Documents, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, in each case that the Board, in its reasonable discretion, deems necessary or appropriate, provided that in no event shall the Board execute, acknowledge and deliver any document pursuant to this clause (e)(ii) prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the By-Laws.

16.2 Each Unit Owner, upon acceptance of a deed for a Unit, will execute and deliver, and upon failing to execute and deliver will be deemed to have executed and delivered, an irrevocable power of attorney, coupled with an interest (in such form and content as the Sponsor shall determine) which shall grant to Sponsor, its successors, assigns and designees, the power and authority to effectuate the rights granted to Sponsor under this Declaration and the By-Laws and the Offering Plan, to obtain the benefits provided to Sponsor under this Declaration and the By-Laws and the Offering Plan, and to fulfill Sponsor's obligations under this Declaration and the By-Laws and the Offering Plan, even after no Unsold Units remain, including but not limited to: (1) to execute an amendment to any of the Condominium Documents or acquire any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Sponsor, including in order to obtain a permanent certificate of occupancy, or obtain an amended certificate of occupancy therefor or for the Building or any portion thereof, or any of said documents when such amendment: shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration; or shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivision (i) or (ii) of this paragraph shall not: (1) change the Common Interest of another Unit Owner's Unit, (2) require a material and adverse physical modification to another Unit Owner's Unit, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage held by a Permitted Mortgagee covering the undersigned's Unit unless such affected Unit Owner (in the event described in subdivision (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subdivision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment. For the avoidance of doubt, and without limitation, the power of attorney set forth in this Section 16.2 includes Sponsor's rights to make alterations, additions, repairs and replacements to Units and Common Elements, to utilize and grant easements in and to the

Building (including to complete construction of the Building in accordance with the Offering Plan and to perform any repairs or cure any defects which are Sponsor's obligations to perform or cure under the Offering Plan), to correct any ministerial issues or scrivener's errors in the Declaration, By-Laws and Offering Plan, and to enter into any tax-sharing, tax allocation, or tax adjustment agreements, as may be disclosed from time to time in the Offering Plan.

16.3 Each Unit Owner, upon acceptance of a deed for a Unit, will execute and deliver, and upon failing to execute and deliver will be deemed to have executed and delivered, an irrevocable power of attorney, coupled with an interest (in such form and content as the Development Rights Owner shall determine) which shall grant to the Development Rights Owner, its successors and assigns, the power and authority to consent on behalf of each Unit Owner, as a party in interest, to any ZLDA effecting a merger or division of the zoning lot which the Property is located, with any other tax lots to form a single zoning lot (the "Merger") for the purpose of transferring to or from the Development Rights Owner, or its successors or assigns, all or any portion of the Development Rights.

ARTICLE 17
ACQUISITIONS OF UNITS BY THE BOARD

If (a) any Unit Owner surrenders his or her Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in the Common Elements and any other assets of the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Board or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

ARTICLE 18
COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed hereto and made a part hereof), including, without limitation, the provisions of this Article 18 and of any Rules and Regulations as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they

be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

18.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

18.3 Subject to the provisions of Section 18.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 19
AMENDMENTS OF DECLARATION

Article 13 of the By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 20
TERMINATION OF CONDOMINIUM

20.1 The Condominium shall continue and the Property shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the prior written consent of Permitted Mortgagees who hold, in the aggregate, Permitted Mortgages for Units having at least 51% of the Common Interest Percentage, or a majority of Mortgagee Representatives, if any. Sponsor or its designee may vote its interests appurtenant to any Unsold Units and its common interests either in favor of or against withdrawal from condominium ownership, as it sees fit and at any time.

20.2 To the fullest extent permissible under the law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Residential and Nonresidential) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Board, one of whom shall be selected by the Retail Unit Owner, and the third chosen by the other two appraisers selected); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 21
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 22
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 23
CERTAIN REFERENCES

23.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

23.2 The terms "herein," "hereof' or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24
SEVERABILITY

Subject to the provisions of Section 18.2, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

ARTICLE 25
COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublesee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Without intending to limit the generality of the foregoing, the Board and each Unit Owner shall be required, upon the request of Declarant or the Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any Merger, any declaration of zoning lot restrictions, any ZLDA or the transfer of the Development Rights to the Development Rights Purchaser.

25.2 If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner or party is required to take pursuant to his Declaration and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take action upon the recipient's failure or refusal to perform) then the Board is hereby authorized as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit

Owner or other party and such document or action shall be binding on such Unit Owner or other party.

25.3 If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which the Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action, in the name of such Unit Owner, Board or other party and such document or action shall be binding on such Unit Owner, Board or other party, as the case may be.

ARTICLE 26
NAME OF CONDOMINIUM AND BUILDING

The Condominium and the Building shall be designated and known as "64 University Place Condominium." Sponsor (or its designee) shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. Only Sponsor (or its designee) shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Sponsor shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Sponsor (or its affiliate(s)) as the sponsor of the Condominium and/or developer of the Property, together with such other information as Sponsor (or its designee) determines in its sole discretion.

ARTICLE 27
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of some or all then Unsold Units. Subject to the foregoing, Sponsor or its designee, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by merger, consolidation, sale, lease, assignment or otherwise. The rights and/or obligations of the Unit Owners or their designees as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of such Unit Owners or their designee(s).

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the

day of _____, 20__.

64 OWNER LLC

BY:

_____
Name:
Title:

State of New York)
) ss.:
County of)

On the _____ day of_____in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgment)

SCHEDULE A
DECLARATION ESTABLISHING
CONDOMINIUM OWNERSHIP
OF 64 UNIVERSITY PLACE CONDOMINIUM
64 University Place
New York, New York 10003
Block: 568

DESCRIPTION OF THE LAND

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, bounded and described as follows:

BEGINNING at a point on the westerly side of University Place, distant 55 feet 1¾ inches (55 feet 3¼ inches deed) northerly from the northwesterly corner of University Place and East 10thStreet; and

RUNNING THENCE westerly, parallel with 10thStreet, 103 feet 9 inches;

THENCE northerly, at right angles to 10thStreet a distance of 39 feet 8 inches calculated (39 feet 9½ inches deed);

THENCE easterly and parallel to 10thStreet a distance of 6.67 feet calculated (6 feet 11½ inches deed);

THENCE northerly, along a line which forms an angle of 94 degrees 12 minutes 00 seconds on its westerly side from the last mentioned course, 25 feet 1½ inches;

THENCE easterly, parallel with East 10thstreet, 100 feet 0 inches to the westerly side of University Place;

THENCE southerly, along the westerly side of University Place, a distance of 64 feet 10¾ inches to the point or place of BEGINNING.

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF 64 UNIVERSITY PLACE CONDOMINIUM

64 University Place
New York, New York 10003
Block: 568

DESCRIPTION OF UNITS

Unit	Tax Lot No.	Number of Rooms and Baths	Approx. Total Area	% Interest in Common Elements (Common Interest	Location (in Portion of Building Facing in Direction set forth below)	Common Elements to Which Unit Has Immediate Access
						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
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						Corridor, Fire Stairs, Elevator
						Corridor, Fire Stairs, Elevator
Grand Total				100.0000%		Corridor, Fire Stairs, Elevator

EXHIBIT 7

BY-LAWS

TABLE OF CONTENTS

		Page
ARTICLE 1	GENERAL	33
1.1	Purpose.	33
1.2	Applicability of By-Laws.	33
1.3	Principal Office of the Condominium.	33
ARTICLE 2	BOARD OF MANAGERS	33
2.1	General Description of the Board	33
2.2	Powers and Duties of Board.	34
2.3	Number and Terms of Office of Members of the Board.	40
2.4	Election of Board Members; Rights of Sponsor	40
2.5	Resignation and Removal	41
2.6	Vacancies on Board.	42
2.7	Organizational Meetings of Board.	42
2.8	Regular Meetings of Board.	42
2.9	Special Meetings of Board.	43
2.10	Waiver of Notice.	43
2.11	Determinations by Board; Quorums	43
2.12	Compensation.	43
2.13	Fidelity Bonds.	44
2.14	Committees.	44
2.15	Status of Board.	45
2.16	Incorporation and Organization of Board.	45
2.17	Board as Agent of Unit Owners.	45
2.18	Prohibited Transactions.	45
2.19	Principal Office of Board. T	46
ARTICLE 3	UNIT OWNERS	46
3.1	Annual Meetings.	46
3.2	Place of Meetings.	46
3.3	Special Meetings.	46
3.4	Notice of Meetings and Actions Taken.	46
3.5	Lack of Quorum.	47
3.6	Order of Business.	47
3.7	Title to Units.	47
3.8	Voting.	48
3.9	Majority of Unit Owners.	48
3.10	Quorum.	49
3.11	Majority Vote.	49
ARTICLE 4	OFFICERS	49
4.1	Designation.	49
4.2	Election of Officers.	49
4.3	Resignation and Removal of Officers.	49
4.5	Vice President.	50
4.6	Secretary/Treasurer.	50
4.7	Execution of Documents.	50
4.8	Compensation of Officers.	50

4.9 Liability of Officers 50
ARTICLE 5 NOTICES 51
5.1 Notices. 51
5.2 Waiver of Service of Notice. 51
ARTICLE 6 OPERATION OF THE CONDOMINIUM 51
6.1 Determination of Common Expenses and Fixing of Common Charges 52
6.2 Payment of Common Charges 53
6.3 Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies 54
6.4 Insurance 56
6.5 Repair or Reconstruction after Fire or Other Casualty 59
6.6 Maintenance and Repairs 60
6.7 Alterations of Units 64
6.8 Alterations to Common Elements. 69
6.9 Intentionally omitted 70
6.10 Use of Storage Lockers 70
6.11 Use of Common Elements; Use of Adjacent Sidewalks 71
6.12 General Provisions as to Use 72
6.13 Right of Access 73
6.14 Rules and Regulations. 74
6.15 Real Estate Taxes, Water Charges and Sewer Rents 74
6.16 Electricity. 75
6.17 Gas. 75
6.18 Dispute as to Utilities Charges. 75
6.19 Remedies for Violations of By-Laws or Rules and Regulations by Unit Owners .. 75
ARTICLE 7 MORTGAGES 76
7.1 Notice to Board. 76
7.2 Notice to Mortgagees of Default and Unpaid Common Charges. 76
7.3 Performance by Permitted Mortgagees. 76
7.4 Examination of Books. 77
7.5 Representatives of Mortgagees 77
7.6 Consent of Mortgagees. 77
ARTICLE 8 SELLING, LEASING AND MORTGAGING OF UNITS 77
8.1 Sales and Leases of Units. 77
8.2 Consent of Unit Owners to Purchase or Lease of Units by Board. 80
8.3 No Severance of Ownership. 81
8.4 Release by Board of Right of First Refusal. 81
8.5 Certificate of Termination of Right of First Refusal. 81
8.6 Financing of Purchase, or Refinancing, of Units by Board. 81
8.7 Exceptions. 81
8.8 Gifts, Devises and Intestate Transfers. 82
8.9 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. 82
8.10 Payment of Assessments. 82
8.11 Mortgage of Units. 82
ARTICLE 9 CONDEMNATION 83
ARTICLE 10 RECORDS AND AUDITS 83

10.1 Records. T 83
10.2 Audits. 84
10.3 Availability of Documents. 84
ARTICLE 11 ARBITRATION 84
11.1 General Procedure. 84
11.2 Costs and Expenses. T 84
11.3 Agreement by Parties. 84
ARTICLE 12 MISCELLANEOUS 85
12.1 Consents. 85
12.2 Waiver. 85
12.3 Captions. 85
12.4 Conflict. 85
12.5 Certain References 85
12.6 Severability. 86
12.7 Insurance Trustee. 86
12.8 Successors and Assigns. 86
12.9 Covenant of Further Assurances 86
ARTICLE 13 AMENDMENTS TO BY-LAWS 87
13.1 Amendments by Unit Owners 87
13.2 Amendments Affecting Sponsor or its Designee 87
13.3 Amendments Affecting Permitted Mortgagees. 88
13.4 Deemed Approval Provision. 88
13.5 Consents of Sponsor and/or a Nonresidential Unit Owner. 88

BY-LAWS
OF
64 UNIVERSITY PLACE CONDOMINIUM

ARTICLE 1
GENERAL

1.1 Purpose. The purpose of these by-laws (the "By-Laws") is to set forth the rules and procedures concerning the conduct of the affairs 64 University Place Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately **6,679** square feet of land (the "Land") which forms a part of **Block 568** on the Tax Map of the Borough of Manhattan, City and State of New York, the building and other improvements now or hereafter constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith; the Condominium and these By-Laws shall be subject to the provisions of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration"), which has been recorded in the Kings County office of the Register of the City of New York (the "City Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration, as the same may be amended from time to time, are accepted, ratified, and will be complied with.

1.3 Principal Office of the Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Board (as hereinafter defined).

ARTICLE 2
BOARD OF MANAGERS

2.1 General Description of the Board.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). From and after the First Annual Meeting of Unit Owners (as hereinafter defined), as provided in Section 3.1, the Board shall consist of three (3) persons elected by the Unit Owners,

including Sponsor, and in all events subject to Sponsor's right to designate members pursuant to Section 2.4.3 below.

2.1.2 Each member of the Board, except for the First Board (as hereinafter defined), as provided in Section 2.3 and except as otherwise provided herein, shall be elected at an annual meeting of the Unit Owners and shall serve until the expiration of their term in office on the third regularly scheduled annual meeting thereafter. Notwithstanding the expiration of the term of office of a member of the Board, each member shall serve until a successor for such member has been elected and qualified.

2.1.3 Except for any member elected or designated by Sponsor or its designee, all members of the Board must be: (i) individual Unit Owners or Permitted Mortgagees (as hereinafter defined) of Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering a Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Units; (iv) members or employees of a limited liability company owning or holding a Permitted Mortgage encumbering a Unit; (v) fiduciaries or their beneficiaries who are Unit Owners or Permitted Mortgagees of Units (or directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members (as defined in Section 8.7) or spouses of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner or a Permitted Mortgagee of a Unit. Other than Board members elected or designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above. As used herein, the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon in accordance with these By-Laws.

2.1.4 In no event shall any Unit Owner (or its proxy) or another interested party be eligible for election to the Board, and any such Unit Owner (or its proxy) or other party may be removed as a Board member by a majority vote of the other Board members, if such Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid. In addition, no member of the Board (or his or her proxy) may continue to participate as a member thereof after the Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.1.5 It is required that all Board members elected by the Unit Owners must be residents of the Building at the time of his or her election. The foregoing shall not apply to Board members designated by Sponsor or its designee(s), or any Permitted Mortgagee, as applicable.

2.2 Powers and Duties of Board.

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners).

2.2.2 Subject to the provisions of subsection 2.2.1 and without limiting the generality thereof, (and in addition to all other powers and duties granted to the Board by law, the Declaration or these By-Laws) the Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Condominium, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of the Common Elements, in the condition and otherwise in such a manner that maintains standards of quality, service and appearance which are appropriate for a luxury condominium.

(b) The amount of Common Charges and any assessments.

(c) Collection of Common Charges and any assessments from Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, and the provision of the Building services.

(e) Adoption of, and amendments and additions to, the Rules and Regulations (as such term is hereinafter defined).

(f) Purchasing, leasing and otherwise acquiring, in the name of the Board or its designee, on behalf of all Unit Owners, those Units offered for sale or lease by, or Units surrendered by, the owners of such Units to the Board, or those Units with respect to which liens for real estate taxes are being sold.

(g) Purchasing Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Board's lien for unpaid Common Charges), in the name of the Board or its designee, on behalf of all Unit Owners.

(h) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, on behalf of all Unit Owners; and preparing, executing and administering Storage Space Licenses and assignments and assumptions thereof.

(i) Making repairs, restorations, additions and improvement to, and alterations and replacements of, the Common Elements.

(j) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Property or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(k) Enforcing obligations of Unit Owners.

(1) Levying fines against Unit Owners for violations of the Rules and Regulations (which fines shall constitute Common Charges payable by the Unit Owners against whom they are levied); provided, however, that no fine for any single infraction shall exceed $350 subject to biannual increases based upon the CPI Increase Factor in

effect as of the date of the First Closing (but every day that an infraction continues shall be considered a separate infraction subject to fine).

(l) Maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating the signatories required therefor.

(m) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith), if the loss is to be adjusted by the Board, as provided in Article 6 hereof.

(n) Borrowing money, at any time, on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations or replacements of, the General Common Elements or Residential Limited Common Elements, respectively; provided, however, that: (A) except as provided in [Section 8.6], the consent of at least51% in common interest of all Unit Owners shall be required for any borrowings for such purposes if such borrowings are in excess of the aggregate amount of $250,000 (subject to increase by the CPI Increase Factor) in any one fiscal year (regardless of the balance of loans outstanding from previous years) or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods); and (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners. In addition to the debt described above, the Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time secured by a lien on any Unit acquired by the Board pursuant to the Declaration and/or By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interest in the Common Elements. If any sum borrowed by the Board pursuant to the authority contained in this subparagraph 2.2.2(o) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of either all Unit Owners or all Unit Owners (depending on whether the borrowing was made on behalf of all Unit Owners or only the Unit Owners, respectively), in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Board shall specifically so provide. The dollar amounts set forth in clause (A) and (B) of this subsection 2.2.2(o), and all other dollar amounts referenced elsewhere in these By-laws, shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor. Provided, however, pursuant to subsection jj of Section 339 of the RPL, that the Board is authorized to incur any such debt described above provided that such debt is incurred no later than the fifth anniversary of the First Closing. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

(o) Organizing corporations, limited liability companies and/or other entities to act as designees of the Board with respect to such matters as the Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Units acquired or leased by the Board on behalf of the Unit Owners.

(p) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Property or the Condominium which the Board deems necessary or appropriate to comply with the Legal Requirements applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting (x) the Property or the Condominium which the Board deems necessary or appropriate, or (y) a Unit, if the owner of such Unit requests, or under the Declaration or these By-Laws is required to request, that the Board take such action, and (except as otherwise provided in the Declaration or these By-Laws) the Board determines that taking such action is appropriate.

(q) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to (i) all Residential Units for the benefit and on behalf of the Residential Unit Owners and (ii) a Nonresidential Unit, for the benefit of the respective Owners thereof, but only to the extent requested and authorized to do so, in writing, which may be done retroactively, by the respective Owners thereof; and provided, in each case, that all such Unit Owners indemnify the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(r) Commencing, prosecuting and settling litigation.

(s) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.4.

(t) Imposition, increase, decrease or elimination of move-in fees and charges, working capital charges, and transfer fees and/or "flip taxes" payable to the Managing Agent and/or the Condominium, in connection with the sale, purchase or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Sponsor or its designee, a Nonresidential Unit Owner with respect to its Nonresidential Unit, or any Units bought, sold or leased by the Board.

(u) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Common Elements.

2.2.3 Except as otherwise expressly provided in these By-Laws or in the Declaration, a Nonresidential Unit Owner shall be entitled to make determinations with respect to the following matters:

(a) Operation, care, upkeep, maintenance, repair and replacement of its Nonresidential Unit;

(b) Employment and dismissal of personnel necessary for the maintenance and operation of the Nonresidential Unit;

(c) Leasing or granting consent with respect to the sublease of all or any portion of the Nonresidential Unit, or the use thereof by persons or for purposes otherwise permitted by law and applicable zoning ordinances, except as otherwise set forth in these By-Laws and the Declaration, and the granting of other consents as in these By-Laws, provided that the Unit Owner of the Nonresidential Unit (and any lessee, sublessee and occupant) complies with any other restrictions with respect to the Nonresidential Unit that the Unit Owner of the Nonresidential Unit agreed to;

(d) Making repairs, restorations, additions and improvements to, or alterations of, the Nonresidential Unit, provided such repairs, restorations, additions, improvements and alterations comply with all applicable Legal Requirements and do not significantly and adversely affect all or any portion of the Building outside the Nonresidential Unit (including, without limitation, any building systems outside of the Nonresidential Unit);

(e) Making repairs to and restoration of its Nonresidential Unit, or parts thereof, damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, provided such repairs and restorations comply with all applicable Legal Requirements and do not significantly and adversely affect all or any portion of the Building outside the Nonresidential Unit (including, without limitation, any building systems outside of the Nonresidential Unit);

(f) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only its Nonresidential Unit, as set forth in Section 6.4;

(g) Borrowing money when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, its Nonresidential Unit, or otherwise in connection with any permitted action or activity of such Nonresidential Unit Owner; provided, however; that (i) no lien to secure repayment of any sum borrowed may be created on any other Unit or its appurtenant interests in the Common Elements without the consent of the owner of such other Unit, and (ii) Unit Owners other than such Nonresidential Unit Owner will not be liable for repayment of any portion of any such loan, unless they otherwise agree in writing;

(h) Execution, acknowledgement and delivery of (i) any declaration or other instrument affecting its Nonresidential Unit which the Nonresidential Unit Owner thereof deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission or any other public authority or agency, applicable to the maintenance, demolition, construction, alteration, repair or restoration of its Nonresidential Unit, or (ii) any consent, covenant, restriction, easement or declaration affecting its Nonresidential Unit which the Nonresidential Unit Owner there deems

necessary or appropriate. The provisions of this subparagraph 2.2.3(h) are subject to the provisions of Article 18 the Declaration; and

(i) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain a reduced real estate tax assessment solely with respect to its Nonresidential Unit.

2.2.4 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by the Board shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board, and the Board may employ one or more managing agents and/or managers (individually and/or collectively, the "Managing Agent"), at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to such Managing Agent or manager any powers granted to the Board by these By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h) (k), (1), and (n) through (v).

2.2.5 Notwithstanding anything to the contrary contained in these By-Laws, (including, without limitation, in Section 2.2.2 above) for a period (the "Initial Control Period") which shall end upon the closing of title to Residential Units representing more than 90% in number and in aggregate Common Interests of all Residential Units, the Board may not, without Sponsor's prior written consent: (i) make any addition, alteration or improvement to the Common Elements or any Unit (unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Building, as provided for in Schedule B — "Projected Budget for First Year of Condominium Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Condominium (unless such borrowing is approved by the owners of Units representing at least seventy-five percent (75%) in number and aggregate Common Interests of all Units); or (vi) exercise any right of first refusal to lease or purchase a Unit. However, the Board may take any of the actions enumerated in subsections (i) through (vi) above, without the consent of Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable to Board to comply any Legal Requirement, or to remedy any notice of violation entered against the Condominium, or to comply with any proper work order by an insurer of the Building, or for the health and safety (but not the general conduct or welfare) of the occupants of the Building. Sponsor may not exercise veto power over expenses described in said Schedule B, or over expenses required: (i) to comply with applicable Legal Requirements; or (ii) to remedy any notice of violation entered against the Building; or

(iii) to remedy any work ordered by an insurer. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence for a period ending not more than five (5) years after the First Closing or whenever Unsold Units constitute less than twenty-five percent (25%) of the Common Interest, whichever is sooner.

2.3 Number and Terms of Office of Members of the Board.

2.3.1 Until the First Annual Meeting held by the Unit Owners pursuant to the terms of Section 3.1 hereof, the Board (the "First Board") shall consist of three (3) persons designated by Sponsor from time to time. Prior to the First Annual Meeting, the terms of each member of the First Board shall expire annually and, subject to the other provisions of this Section, Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with the provisions of and within the time periods set forth in Section 3.1, the First Board shall cause the President of the Condominium to call the First Annual Meeting of Unit Owners. The term of office of the three members of the First Board so designated by Sponsor shall expire when the three members to be elected and/or designated at the First Annual Meeting are so elected or designated, as the case may be, and qualified.

2.3.2 From and after the First Annual Meeting, the Board shall consist of three persons elected by the Unit Owners (including Sponsor and subject to Sponsor's right to designate Board members as set forth in 2.4.3 below). For so long as Sponsor or any affiliate of Sponsor is entitled to designate one member, as provided for in subsection 2.4.3 hereof, the Board may not be expanded beyond three members without the prior consent of Sponsor.

2.3.3 The term of office of each of the three members comprising the Board will usually be three years, except that the terms of office with respect to the first three member board shall be fixed at the First Annual Meeting as follows (a) one such members will serve for a term of approximately three years; (b) one such members will serve for a term of approximately two years; and (c) one of such members will serve for a term of approximately one year. At the expiration of the initial term of office of each member of the Board, each such member's successor will be elected (or designated, as the case may be) to serve for a term of three years. The members of the first Board elected at the First Annual Meeting who receive the highest number of votes will serve for the longest terms; but except as set forth in subsection 2.4.4 hereof, any members designated by Sponsor or its designee pursuant to the terms of subsection 2.4.3 will serve for the shortest terms.. Notwithstanding the expiration of the term of office of a member of the Board or anything contained herein to the contrary, each member of the Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Board (including any member designated by Sponsor, or its designee, may serve until his or her successor shall be elected and qualified.

2.4 Election of Board Members; Rights of Sponsor.

2.4.1 Subject to the terms of subsections 2.4.2, 2.4.3 and 2.4.4, all members of the Board shall be determined by plurality of the votes cast by the Unit Owners (including Sponsor or its designee, for so long as Sponsor or such designee owns at least one Unit) who

are present (in person or by proxy) and voting at a meeting at which a quorum of all Unit Owners is present or not required.

2.4.2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting, the Units owned by such Unit Owner and the percentage of Common Interest attributable to each Unit owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.3 Notwithstanding any other provision of this Section 2.4 or of these By-Laws or otherwise to the contrary, at the First Annual Meeting and at all times theretofore and thereafter, Sponsor and/or its designee and/or any owner of Unsold Units shall be able to vote in accordance with its/their ownership of Units and thus may be able to elect members of the Board by virtue of its/their ownership of Units. In addition, at elections of members to the Board held before the expiration of the Initial Control Period, if Sponsor (or its affiliate) owns at lease one Unit, Sponsor, and/or its designee shall designate the two members of the Board (all of whom may be persons related to or affiliated with Sponsor and/or its designee or other Unsold Unit Owner) and Sponsor, such designee and all other Unit Owners shall elect the one remaining Board member. In addition, at elections of members to the Board held after the expiration of the Initial Control Period but while Sponsor and/or its designee still owns at least one Unit, Sponsor and/or its designee shall have the right to elect or designate not more than one member of the Board who may be persons related to or affiliated with Sponsor, such designee or other Unsold Unit Owner; and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining members of the Board. There is no restriction on the right of Sponsor and its designee(s) or any Unsold Unit Owner to vote for members of the Board who are not related to or affiliated with Sponsor or such designee or Unsold Unit Owner; however, after the expiration of the Initial Control Period, neither Sponsor nor its designee will designate a majority of the members.

2.4.4 In the event that after notice of an annual meeting of Unit Owners is given to all Unit Owners in the manner prescribed by Section 3.4 of these By-Laws, the Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Board shall fill any resulting vacancies at a special meeting of the Board held for that purpose promptly thereafter, even though the members of the Board present at such meeting may themselves constitute less than a quorum. The Board shall request the Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Board members to have been elected at such annual meeting, but such expression of preferences shall be non-binding on the Board. Any person so elected by the Board shall be a member of the Board until the next annual meeting of Unit Owners, when a successor shall be elected for the remainder of the term. The applicability of the procedures set forth in this paragraph is limited to the circumstance in which a quorum is not present at the annual meeting for purposes of electing new Board members. Where such a quorum is present, the procedures for electing Board members set forth in paragraph 2.3.3 shall apply.

2.5 Resignation and Removal.

2.5.1 Any member of the Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these By-Laws to the President or Secretary of the Condominium and, with respect to members of the Board designated as such or elected by Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any member elected by the Board pursuant to the terms of Sections 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Unit Owners (as hereinafter defined). Any member who was designated or elected as such by Sponsor (or its designee), pursuant to the terms of Sections 2.4 or 2.6, may be removed from office (x) for cause, by a Majority of Unit Owners and (y) without cause, only by Sponsor (or its designee). In the event of any removal described in the previous sentence, whether with or without cause, either Sponsor (or its designee) shall have the sole right to designate the replacement of the member which had been designated or elected by Sponsor (or its designee). Any Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Unit Owners at which such removal is to be considered.

2.6 Vacancies on Board. Subject to the provisions of Sections 2.3, 2.4 and 2.5, any vacancy on the Board for whatever reason shall be filled by the members of the Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Board created by the resignation, removal or any other reason of any Board member designated as such by Sponsor (or its designee) shall be filled only by Sponsor (or its designee, as the case may be). Nothing contained in this paragraph shall be in any way deemed to supersede the provisions of Sections 2.3, 2.4 and 2.5 of these By-Laws.

2.7 Organizational Meetings of Board. The first meeting of the Board following each annual meeting of Unit Owners shall be held within ninety (90) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Board members in order to legally constitute such meeting, provided that a majority of the members of the Board shall be present thereat.

2.8 Regular Meetings of Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that at least two such meetings shall be held during each fiscal year of the Condominium. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier or telecopy, at least five business days prior to the day named for such meeting.

2.9 Special Meetings of Board. Special meetings of the Board may be called by the President or Vice President of the Condominium by giving at least five business days' prior notice to each member of the Board, by personal delivery, nationally recognized overnight courier or telecopy, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two or more members of the Board.

2.10 Waiver of Notice. Any member of the Board may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Board; Quorums.

2.11.1 Except as otherwise set forth in subsections 2.4.4., 2.6 and 2.11.3, all determinations of the Board shall be made at a meeting of the Board at which a quorum thereof is present. At any Board meeting, a majority of the members thereof shall constitute a quorum except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Board.

2.11.2 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present or is not required, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Board may participate in a meeting thereof by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing.

2.12 Compensation. No member of the Board shall receive any compensation for acting as such.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the Managing Agent, building engineer or superintendent in connection with the affairs or operation of the Condominium (except in its or their capacities as Unit Owners), and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by the Managing Agent shall state that it is made by the Board or the Managing Agent only as agent for all Unit Owners, and that the Board members or the Managing Agent shall have no personal liability thereon (except in its or their capacities as Unit Owners) and may also state the applicable limitations of liability of the Unit Owners provided for in the next sentence; however, the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Board or the Managing Agent or any greater liability on the part of any Unit Owner than as provided in the next sentence. The liability of any Unit Owner for any contract, act or omission with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners; and in each case, to the extent permitted by applicable law, the liability of any Unit Owner shall be limited to such Unit Owner's interest in its Unit and its appurtenant Common Interest, so that such Unit Owner shall have no personal liability for any such contract, act or omission.

2.13.2 Nothing in the preceding section shall limit a Unit Owner's liability for the payment of Common Charges. To the extent permitted by applicable law, Board members shall have no liability to Unit Owners except that a Board member shall be liable for its or his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of such Board member's own bad faith or willful misconduct. The Board may contract or effect any other

transaction with any member of the Board, any Unit Owner, Sponsor, Sponsor's designee or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.3 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other services to be provided or obtained by, or on behalf of, the Board or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or such member thereof, as the case may be; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, or from water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of the Board or such member thereof.

2.14 Fidelity Bonds. The Board shall obtain fidelity bonds, in amounts deemed appropriate by it, for all of its members, officers and employees and for the Managing Agent and the premiums on such bonds shall constitute Common Expenses.

2.15 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint such committees as the Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Board during the intervals between the meetings of the Board insofar as may be permitted by law. For so long as Sponsor is entitled to designate members to the Board, any committee appointed by the Board shall have as at least one of its members a member of the Board appointed by Sponsor.

2.16 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of the Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Board.

2.17 Incorporation and Organization of Board. To the extent and in the manner provided in the New York Condominium Act, the Board may, by action of the Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Board so organizes or incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and these By-Laws; and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement.

2.18 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.19 Prohibited Transactions. Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by applicable law, no contract or other transaction between the Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Board was present at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Board or a majority of the members thereof and noted in the minutes thereof, and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Unit Owners and a majority of Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Board may be counted in determining the presence of a quorum of any meeting of the Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. In no event will the Board's engagement of an affiliate of Sponsor as Managing Agent constitute a prohibited transaction hereunder.

2.20 Principal Office of Board. The principal office of the Board shall be located either within the Property or at such other place in the Borough of Manhattan, as may be designated from time to time by the Board.

ARTICLE 3
UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Unit Owners (the "First Annual Meeting") shall be held approximately thirty (30) days following the earlier to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title by Sponsor (or its designee), as seller, to Units representing more than fifty percent (50%), both in number and in aggregate Common Interests of all Units, to Purchasers (as defined in the Offering Plan). At such meeting, a new Board shall be elected and/or designated (as provided in Sections 2.3 and 2.4) consisting of three persons and the incumbent Board shall resign. Thereafter, annual meetings of Unit Owners shall be held within approximately four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Board. At such meetings, the Unit Owners shall elect, or designate, as the case may be, successors to the members of the Board whose terms of office are due to expire on or about the day of such meeting or have already expired and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Unit Owners shall be held at the principal office of the Condominium or at such other place in the Borough of Manhattan as may be designated from time to time by the Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special meeting of Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than fifty percent (50%) of the Common Interests of all of the Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Unit Owners shall be given by the Secretary of the Condominium to all Unit Owners of record entitled to vote thereat, at their address at the Condominium (or at such other address as any Unit Owner has designated by notice in writing to the Secretary of the Condominium at least 15 business days prior to the giving of notice of the applicable meeting). Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. Subject to the terms and provisions of subsection 2.4.4, if any meeting of Unit Owners cannot be held because a quorum is not present, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to either: (a) adjourn the meeting from time to time until a quorum exists; or (b) reconvene the meeting at a time (specified on not less than three business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Unit Owners) when no quorum requirement shall apply.

3.6 Order of Business. The order of business at all regular meetings of Unit Owners shall be as follows:

(a) Call to order.

(b) Roll call.

(c) Proof of notice of meeting.

(d) Reading of minutes of preceding meeting.

(e) Reports of officers.

(f) Reports of members of the Board.

(g) Reports of committees.

(h) Election of inspectors of election (when so required).

(i) Election of members of the Board.

(j) Unfinished business.

(k) New business.

(l) Adjournment.

3.7 Title to Units. Title to Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Unit Owner, or a person designated by such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by written notice actually delivered to such Secretary by the Unit Owner who had made the designation; provided, however, that no designation to act as a proxy shall be

effective for a period in excess of six months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked). A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.2 If two or more persons or entities own a Unit, they shall designate one person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.3 Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Unit Owners for quorum and voting purposes.

3.8.4 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or its proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) shall be entitled to cast one vote for each 0.0001% (rounded off to the nearest 0.0001%) of Common Interest attributable to its Unit or Units including without limitation, for each Board member to be elected.

3.8.5 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a percentage of a particular class of Unit Owners, as a group (e.g. x% of all Unit Owners), as opposed to a percentage of all Unit Owners, such required percentage shall mean a percentage in terms of the total Common Interests attributable to the particular class of Unit Owners and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws and in the Declaration, the term "Majority of Unit Owners" means those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units to which more than fifty percent (50%) of the aggregate Common Interests attributable to all Units are appurtenant, shall constitute a quorum at any meeting of Unit Owners, provided that at least one representative of Sponsor (except in the event that Sponsor no longer owns any Units) shall be present at such meeting in person or by proxy.

3.11 Majority Vote. Except where otherwise provided by law, the Declaration or these By-Laws, at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

ARTICLE 4
OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, and Secretary/Treasurer thereof, all of whom shall be elected by the Board. The Board may elect more than one Vice President, or an Assistant Treasurer, or Assistant Secretary and such additional officers as in its judgment may be desirable. Unless prohibited by applicable law, any two or more offices of the Condominium may be held by the same person. None of the officers of the Condominium need be Unit Owners or have any interest therein until the first organizational meeting of the Board, which shall be held within ninety (90) days after the First Annual Meeting. Thereafter, the President of the Condominium must be a member of the Board.

4.2 Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organizational meetings thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Board; except that the initial officers of the Condominium shall be elected by the First Board and shall hold office at the pleasure of such First Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these By-Laws to the Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by these By-Laws with respect to designation of officers of the Condominium, upon the affirmative vote of a majority of the members of the Board present in person or by proxy at a regular meeting of the Board, or at a special meeting of the Board called for such purpose, at which a quorum is present or is not required pursuant to Section 2.11.2, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium. From and after the first organizational meeting of the Board after the First Annual Meeting, the President of the Condominium must be a member of the Board.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Board shall appoint some other member of the Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Board or by the President.

4.6 Secretary/Treasurer. The Secretary/Treasurer of the Condominium shall keep the minutes of the meetings of the Unit Owners and of the Board. The Secretary/Treasurer shall have charge of such books and papers as the Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York. In addition, the Secretary/Treasurer of the Condominium shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the managing agent or manager appointed by the Board) in such depositories as may from time to time be designated by such Board and shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Board. In addition to the foregoing, the Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Board or have been authorized by two officers of the Condominium.

4.8 Compensation of Officers. Except as otherwise determined by the Board, no officer shall receive any compensation for acting as such.

4.9 Liability of Officers.

4.10 To the extent permitted by applicable law, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners). To the extent permitted by applicable law, officers shall have no liability to Unit Owners except that an officer shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify, defend and hold harmless each officer against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

4.10.1 None of the officers of the Condominium shall be liable for either (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, or from water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of such officer.

ARTICLE 5
NOTICES

5.1 Notices. Except as otherwise provided in these By-Laws: (a) all notices required or desired to be given hereunder to the Board shall be in writing and either delivered in person (only in the case of a notice to any officer of the Board) or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to the principal office of the Board (or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees) and a duplicate shall be sent in like manner to the Managing Agent; (b) all notices required or desired to be given hereunder to any Unit Owner shall be in writing and either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to the address of such Unit Owner at the Property or to such other address as may have been designated by such Unit Owner from time to time in writing to the Board; and (c) all notices required or desired to be given hereunder to Permitted Mortgagees shall be in writing and either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Board. All notices shall be deemed to have been given when delivered in person (to the extent permitted herein) or three days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper, or the first business day after deposit with an overnight courier service, as the case may be, except that notices of change of address shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6
OPERATION OF THE CONDOMINIUM

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 The Board shall, from time to time, but at least annually, prepare or cause to be prepared a budget setting forth its projections of the costs and expenses associated with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Common Elements, the provision of services to Unit Owners and the business and affairs of the Condominium (the "Common Expenses") for the next fiscal year and will allocate and assess charges (such charges, together with all such other amounts denominated or payable as common charges in or under the Declaration or these By-Laws, being collectively, the "Common Charges") among the Residential Units and the Nonresidential Units. The Nonresidential Unit Owners will be assessed Common Charges to meet the share of only those Common Expenses allocated to the Nonresidential Units in the Schedule B Budget, which constitute expenses incurred by the Condominium Board in furnishing services, and operating and maintaining and repairing Common Elements, only to

the extent the same are utilized by or benefit the Nonresidential Units. Common Expenses solely allocated among the Residential Units constitute "Residential Common Expenses". The Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and, if requested, to Permitted Mortgagees thereof.

6.1.2 The Board may, in its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners, and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Common Charges for a subsequent period or levied from a special assessment levied against all Unit Owners or Unit Owners, as the case may be.

6.1.3 The failure or delay of the Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In the event of such failure by the Board, the Common Charges thereafter allocable to the Units until a new determination of Common Charges is made shall be computed as set forth in the By-Laws. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses can be made.

6.1.4 In addition to the foregoing duty to determine the amount of and to assess Common Charges, the Board shall have the right to levy special assessments to meet the Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.2). All special assessments shall be levied against all Unit Owners (or, as applicable, all Unit Owners) in proportion to their respective Common Interests. The Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Common Charges (including, without limitation, perfecting a lien against the defaulting Unit).

6.1.5 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element or Residential Limited Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board, as agent for and on behalf of all Unit Owners, and shall constitute income of the Unit Owners or the Unit Owners, as applicable. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Building be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.6 Subject to the terms of this Article 6, the Common Expenses shall initially be allocated among the (a) Residential Units and (b) Nonresidential Units as set forth

in the footnotes to Schedule B in the Plan. Except as otherwise provided in the Declaration or in these By-Laws, the Common Charges payable by each Residential Unit Owner will be in proportion to such Residential Unit's percentage Common Interests compared to the total of all Residential Units. The Nonresidential Units will be assessed Common Charges to meet the share of those Common Expenses allocated to its Unit as provided in Section 6.1.1 above. In addition to basing allocations of Common Expenses on Common Interests, the Board may also make allocation of Common Expenses based upon submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and in accordance with applicable provisions of law. The allocations of Common Expenses between the Residential Units and the Nonresidential Units set forth in Schedule B and the footnotes thereto in the Plan are deemed presumptive evidence of reasonableness. The Board may not modify these allocations without the consent of the applicable Nonresidential Unit Owner.

6.2 Payment of Common Charges

6.2.1 All Unit Owners shall be obligated to pay to the Board Common Charges assessed by the Board pursuant to the provisions of Section 6.1 at such time or times as the Board determines. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these By-Laws) of such Unit, together with its appurtenant Common Interest, except as expressly provided herein. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Board or its designee, on behalf of all Unit Owners, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing, provided that: (a) such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided that no amounts are owing under any such lien); and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. However, in no event may a Unit Owner exempt itself from liability for Common Charges by waiving use of any of the Common Elements or by abandoning its Unit. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by law, a Permitted Mortgagee acquiring title to a Unit at a foreclosure sale shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges assessed against such Unit subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by such mortgagee; the foregoing is subject to the provisions of the last sentence of subsection 6.3.1 hereof. However, in the event of a foreclosure of a Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the owner of such Unit prior to the foreclosure sale shall remain liable

for the payment of all unpaid Common Charges which accrued prior to such sale, as provided in these By-Laws.

6.2.3 Notwithstanding the provisions of subsection 6.2.1, any Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by any foreign government (i.e. diplomatic or sovereign immunity) shall deposit with the Board an amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of these By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of these By-Laws, the Board may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Common Charges or any other sum as to which Unit Owner is in default.

6.2.4 Sponsor reserves the right, in its sole and absolute discretion, to direct the Board to waive the collection of Common Charges for a period of time prior to full occupancy of the Building (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for timely payment of all expenses to operate the Building during the Waiver Period (the "Operating Expenses"), including, but not limited, insurance premiums and any reserve fund payments required by lenders. All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B – "Projected Budget for First Year of Condominium Operation". The Schedule B will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances the Unit Owners will remain responsible for the payment of individual Unit Owner expenses such as real estate taxes, utility charges, etc. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the Waiver Period.

6.3 Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies.

6.3.1 Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien for Common Charges unpaid by any Unit Owner, together with interest thereon, on all Units owned by such Unit Owner. Such lien for Common Charges shall be subordinate only to liens for real estate taxes and, to the extent required by applicable law, to prior recorded Permitted Mortgages on such Units, which are first mortgages of record.

6.3.2 In the event any Unit Owner fails to make payment of Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $0.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts (exclusive of any "late charges" theretofore assessed on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Board or by the Managing Agent in any proceeding brought to collect such unpaid Common

Charges or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges, whether as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. In addition, if the Board shall bring an action to foreclose such lien because of unpaid Common Charges, the defaulting Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges", interest, expenses and fees shall be added to and shall constitute Common Charges payable by such Unit Owner; and the lien for unpaid Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.3.3 In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Board, acting on behalf of all Unit Owners, shall have the power (but shall not be obligated) to purchase any such Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit, as provided in these By-Laws.

6.3.4 For the purposes of this subsection 6.3.4, "non-occupying owner" shall mean a Unit Owner who or which does not occupy its Unit.

(a) If a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges or any other amounts payable by such Unit Owner to the Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Unit within sixty (60) days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (b) of this subsection, all rental payments from the tenant shall be directly payable to the Board.

(b) If the Payments for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board at the address listed on the notice. Where a majority of the Board has been elected by and from the Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within thirty (30) days of the date that such Board receives notice that such owner seeks to dispute such claim.

(c) Nothing in this subsection shall limit any rights of any Unit Owner or the Board existing under any other law or agreement.

(d) Payment by a rental tenant to the Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.4 Insurance.

6.4.1 The Board shall be required to obtain and maintain, to the extent obtainable at commercially reasonable rates, and to the extent determined by the Board to be appropriate, the following insurance: (a) property insurance with all risk extended coverage (excluding terrorism and mold coverage), vandalism and malicious mischief endorsements, insuring the entire Building (but excluding Unit Owner Insured Property, as defined in Section 5.2 of the Declaration), and covering the interests of the Condominium, the Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; (b) rent insurance in an amount equal to Common Charges for one year; (c) workers' compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all officers, Board members, directors and employees of the Condominium and of the Managing Agent who handle funds of any of the foregoing; (i) directors' and officers' liability coverage; and (j) such other insurance as the Board may determine from time to time. The Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in Section 6.1.1 above. Each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee, as its interest may appear, subject, however, to the loss payment provisions hereinafter set forth. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be allocated among the Units on the basis of Common Interests.

6.4.2 To the extent obtainable at commercially reasonable premiums, all fire, casualty and general liability insurance policies which the Board is required to maintain must provide that each Unit Owner is an additional insured party and contain waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including the Board, all Unit Owners and to any Permitted Mortgagees, who have requested the same from the Board in writing. Duplicate originals or certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners

and Permitted Mortgagees who have requested the same from the Board in writing. Renewals shall be obtained at least ten (10) days prior to the expiration of the then current policies.

6.4.3 All such policies shall provide that adjustment of loss shall be made by the Board, unless the loss solely involves a Nonresidential Unit, in which event, adjustment shall be made by the applicable Nonresidential Unit Owner. Insurance proceeds with respect to any loss shall be payable to the Board or Unit Owners entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of [$2,500,000], shall be payable to a New York City bank or trust company designated by the Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.7. Any dispute between the Board and a Nonresidential Unit Owner under this subsection shall be determined by Arbitration.

6.4.4 The amount of fire insurance and all risk extended coverage to be maintained with respect to the Condominium (including each Unit, but excluding such items noted in subsection 6.4.1 to be excluded) until the first Board meeting following the First Annual Meeting of Unit Owners shall be 100% of the full replacement cost of the Property.

6.4.5 All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees, who have requested the same from the Board in writing. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees who have requested the same from the Board in writing.

6.4.6 The Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such amounts as from time to time are carried by prudent owners of comparable properties in the City of New York, and in such limits as the Board, from time to time, may determine, covering (i) the Board, the Managing Agent, each Board member, each officer and employee of the Condominium, and (ii) each Unit Owner and their agents and Permitted Mortgagees, if any, except that such policy will not cover liability of a Unit Owner arising from occurrences within or about its own Unit or within or about the Common Elements, if any, exclusive to its Unit. The Board shall review such limits once each year. Until the first meeting of the Board following the first annual meeting of Unit Owners, such liability insurance shall be at least $1,000,000 with respect to any occurrence, with umbrella coverage of at least $10,000,000 and at no time and in no event shall such comprehensive general liability insurance afford protection to the limit of less than such amounts. The Board shall also be required to obtain and maintain fidelity insurance covering the Board, the Managing Agent, each Board member and each officer and employee of the Condominium in respect of the maintenance and/or operation of the Building or any part thereof. The insurance required in accordance with this subsection shall also cover cross-liability claims of one insured against another.

6.4.7 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines, taking into account market conditions and/or any such conditions that may be required by Sponsor's Lender (as defined in the Plan).

6.4.8 If the use of any Unit causes an increase in the premium for the insurance which the Board is required to obtain and maintain, as set forth herein or otherwise, then the owner of such Unit shall be obligated to pay to the Board a sum equal to the amount of such increase attributable to such use.

6.4.9 The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit or any liability with respect to occurrences within or about a Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Unit Owners are required to obtain and maintain (i) a liability policy insuring against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, (ii) umbrella liability coverage of at least $3,000,000, and (iii) "special causes of loss" property insurance in respect of property damage occurring in, upon, to, or from the Unit or any part thereof, as described in Section 5.2 of the Declaration (including, but not limited to, fixtures, furniture, furnishings, vehicle(s) and other personal property located at the Property, and appropriate coverage for additions, alterations, improvements and betterments). The limits of liability set forth in (i) and (ii) above may be increased by the Condominium Board from time to time provided that for so long as Sponsor owns at least one (1) Unsold Unit, any change or elimination of the requirements set forth above may only be made upon Sponsor's prior written consent. Coverages shall be issued by an insurance company qualified to do business in the State of New York and approved by the Board, acting reasonably; and the Board, the Managing Agent and Sponsor shall be named as additional insureds on such insurance policies. Subject to the requirements herein, Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense and the Board shall not be prohibited from carrying additional insurance; provided, however, all policies of insurance obtained by any Unit Owner with respect to occurrences within or about a Unit or the Common Elements appurtenant thereto shall contain a waiver of the insurer's rights of subrogation against the Board. The liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. To the extent any party is insured, or required to be insured, for loss or damage to property hereunder, each party will look to its own insurance policies for recovery.

6.4.10 All policies obtained by any Unit Owner shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and shall further provide that the liability of the carriers issuing insurance obtained by the Board or Unit Owner shall not be affected or diminished by reason of any additional insurance carried by any Unit Owner or the Board and shall, to the extent obtainable, contain a waiver of the insurer's right of subrogation against the Board. On or prior to the date upon which any given Unit Owner acquires title to its Unit, each such party shall deliver to the Board certificates evidencing the insurance required to be maintained by such Unit Owner hereunder. Evidence

of each renewal or replacement of a policy shall be delivered by Unit Owner to the Board at least ten (10) days prior to the expiration of such policy.

6.4.11 Any insurance coverage(s) required to be obtained by the Board may be satisfied by any so-called builder's risk policy obtained by Sponsor in connection with the construction of the Building, provided the limits and terms of such policy are adequate to meet the terms and conditions set forth in this Article 6. To the extent any such policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Board for the Condominium in respect of any period following the First Closing, the Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

6.4.12 For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget. In addition, until payment of the debt under the mortgage securing Sponsor's Loan is made in full the Board must comply with the obligations of Sponsor's Loan with respect to the coverages required to be obtained and maintained with respect to the Building and to all other terms of such construction mortgage relating to casualty and condemnation.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and seventy-five percent (75%) or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding appliances, improvements, betterments, equipment, furniture, furnishings within a Unit, or other personal property located in any such Unit) and the Board or the Insurance Trustee (as defined in Section 12.7 below), as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only a Nonresidential Unit is destroyed or damaged by fire or other casualty, and if the net insurance proceeds are insufficient to cover, or exceed, the cost of repairs or restoration, the applicable Nonresidential Unit Owner will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Unit and Residential Common Elements and/or Residential Limited Common Elements are damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs or restoration, the Residential Unit Owners will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be, in proportion with their respective Residential Common Interests. If both Residential and Nonresidential Units and/or the General Common Elements are damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne or shared entirely by all Unit Owners in proportion to their respective Common Interests. Any surplus payable to any Unit Owner pursuant to this subsection shall be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens.

6.5.2 If three-fourths or more of the Building is destroyed or substantially damaged and if seventy-five percent (75%) or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with the repair or restoration thereof, the Building (or so much thereof as remains) will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners among the Unit Owners in proportion to the respective Common Interests of such Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens.

6.5.3 As used in this Section 6.5, the words "promptly resolve" shall mean not more than sixty (60) days after the date of the damage of destruction in question occurs.

6.5.4 Any dispute between the Board and a Unit Owner under this Section 6.5 shall be settled by Arbitration (as provided in Article 11).

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Declaration or these By-Laws: (a) all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units, equipment and appliances (i) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) shall be made by the owner of such Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Units, the Unit Owner thereof will utilize only such contractors, workers or suppliers as are approved by the Managing Agent or the Board sole discretion; (ii) in or to the General Common Elements (unless caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost), shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners, or (iii) in or to the Residential Common Elements (unless caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost) will be made by the Condominium Board and the expense thereof will be charged to all Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners; (b) a Unit Owner shall not be responsible for the cost of painting, decorating, maintenance, repairs or replacements on or to any Unit other than to its own Unit (and any Residential Limited Common Elements included in or appurtenant to any such Unit), except to the extent otherwise provided herein; and (c) each Unit and all portions of the Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in first-class condition in accordance with the high quality, character and dignity of the Building), in each case, by the Unit Owner or the Board, whichever is responsible, under the By-Laws, for the maintenance thereof. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default. Without limiting the foregoing, Unit Owners

shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating, ventilation and air conditioning units in their respective Units. All Terraces constitute roof surfaces of the Building which may extend over Units below, and therefore, proper care must be taken, at all times, to protect the roof membrane, roof drains, and flashing and to avoid damage that may result in leaks into other portions of the Building, including but not limited to, Units which may be below such Terraces. Subject to the rights of the Board to regulate its use and to enter the Unit to access the Terrace and to access any Common Elements for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any roof setback adjacent to any Terrace, or to use any Terrace as a platform for window washing equipment, if any), generally, all ordinary maintenance, repairs and cleaning thereof (including maintenance, repair and cleaning of any pavers, decking, tile or other flooring installed on the Terrace and any faucets, hose bibs, electrical outlets and lighting installed in or on the Terrace and cleaning of the interior and exterior surfaces of any doors and windows and railings adjacent to the Terrace), shall be made by the Unit Owner having exclusive access thereto at its sole cost and expense and extraordinary or structural repairs or replacements (including without limitation, work necessary to repair any leaks with respect thereto and maintenance, repair and replacement of the structural concrete roof slab or other roof construction material, the roof membrane, flashing and similar waterproofing or other roofing elements located under the pavers, decking, tile or other flooring of the Terrace, railings, parapets, structural and drainage elements in or on the Terrace) shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners. The Board shall have the right to require a Unit Owner to remove plantings, roof surfaces and other installations which have been placed on the Terraces if the Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. Sponsor (or its designee) and the Board shall have the right, in connection with any repair or maintenance work in or to the Building, to erect scaffolding or attach window washing equipment or other equipment temporarily on any Terrace and to require a Unit Owner to remove any personal property from its Terrace (at the Unit Owner's sole cost and expense) in connection therewith, and, in such event, the affected Unit Owner will not be entitled to compensation or an abatement of Common Charges from the Condominium or other Unit Owners for the period during which their use of the Terrace is restricted or prevented in connection with repair or maintenance work in or to the Building. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.6.2 Notwithstanding the provisions of subsection 6.6.1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of (i) any one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Unit Owner, or (ii) the Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Unit Owners as a Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) Except as may otherwise be expressly provided herein, no Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Common Elements. Notwithstanding the foregoing, Sponsor and any holder of Unsold Units and the Board shall have an easement to erect, maintain, repair and replace signs, notices, advertisements and illuminations on portions of the Property, including, without limitation, on the exterior portions of the Building, on or at windows and in interior public spaces of the Building (but in no event within the interior of or on the exterior of the Unit owned by any other party), for the purposes of advertising the availability of Units for sale or lease by Sponsor or its designee and/or, in the case of the Board, for any other valid business purpose.

(c) [The Board shall have the right, at its election, to hire a contractor to provide interior and exterior window washing services to all Units, in which case, the cost of such services shall be allocated among the Unit Owners as a Common Expense. All window interiors and exteriors shall be cleaned a minimum of two times per calendar year. Notwithstanding any contractor who may be hired, or services which may be provided by the Board, it is the responsibility of the respective Unit Owners to ensure compliance with the provisions of this paragraph, and in the event of non-compliance or default, the Board may enforce such responsibility and charge the Unit Owner therefor. Any replacement of glass windows in any Unit, because of breakage or otherwise, shall be made by the Board, and charged to the Unit Owners, as a Common Expense on an allocated basis (unless such breakage is caused or attributable to negligence, misuse, neglect or abuse of one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, in which event such replacement of glass windows shall be made by the Board, at the expense of such Unit Owner(s)) to the extent that the Board's insurance does not cover the same. In the event that, under applicable Legal Requirements, any exterior windows in the Units must be reduced in size or closed, the owner of the affected Unit shall solely bear the costs relating to such reduction or closure and, in the event that closure is required, such windows will be enclosed by the Board, at the sole cost of the affected Unit Owner.]

(d) Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

6.6.3 Each Unit and all portions of the Common Elements shall be kept in the condition and otherwise in such manner that standards of quality and appearance are maintained which are appropriate for a luxury residential condominium project (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Board, whichever is responsible for the maintenance thereof under the Declaration or these By-Laws, and such Unit Owner or the Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by: (a) the Board, with respect to such parts of the Building it is required to maintain under the Declaration or these By-Laws; and (b) each Unit Owner, with respect to the windows and window shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Unit, as well as those other areas of such Unit and its appurtenant Residential Limited Common Elements (if any) which are exposed to public view. To promote a consistent

appearance of the Building from the outside, each Unit Owner may only install and maintain window treatments having a white-colored backing on the sides facing the windows in its Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Board. Neither the interior nor the exterior glass surfaces of any windows located in any Unit may be altered, colored or painted.

6.6.4 Without limiting the generality of the other provisions of these By-Laws (including, without limitation, Section 6,6.3 hereof and the Rules and Regulations), a Nonresidential Unit Owner with respect to its Nonresidential Unit, at its sole cost and expense, shall:

(a) clean the interior and exterior doors in its Unit and in the perimeter walls thereof whenever necessary, and clean and polish the inside and outside of the store fronts of the Unit whenever reasonably necessary;

(b) keep its Unit clean, and in a sanitary condition, keep all plumbing and sanitary systems and installations serving its Unit in a good state of repair and operating condition to the points they connect with the main vertical risers and stacks of the Building;

(c) comply with all sanitary codes, bag and remove all rubbish and other debris from the subleased premises daily between the hours of 6:00 P.M. and 8:00 A.M., keep the sidewalks in front of its Unit clean and free from any garbage, debris, or obstruction and place all garbage away from the lobby;

(d) use reasonable efforts to eliminate all noxious fumes, odors or gases originating from its Unit and vent the foregoing;

(e) utilize all reasonable measures to keep its Unit free from rats, mice, insects, and other vermin;

(f) on a daily basis, keep the sidewalks in front of its Unit clean and free of dirt, ice, snow, mud and rubbish, but the cost of all necessary repairs or replacements to the sidewalks for which the Condominium is responsible shall be a Common Charge (unless the need to make such repair or replacement is caused by or attributable to a Unit Owner, in which case such Unit Owner shall be responsible for the entire cost);

(g) as soon as reasonably practicable after any glass (including mirrors) in its Unit and the perimeter and the demising walls thereof is broken or cracked, including a so-called "bulls eye" break in the glass, replace such glass with glass of substantially the same kind and quality as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass and in the event such Retail Unit Owner shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid, then the Board may replace the glass, if necessary, and repair or replace such frames on such Retail Unit Owner's behalf and the Nonresidential Unit Owner shall, within 10 days after the Board’s demand therefor, pay to the Board the cost incurred by the Board in so doing; and

(h) In the event that any part or all of the Unit is ever used (to the extent permitted under the Declaration) for restaurant purposes, install, over and adjacent to the areas used for cooking or baking the proper exhaust hoods and equipment which will be equipped in

self-extinguishing fire control system, which shall be approved by the Board of Fire Underwriters for such use.

6.6.5 In the event that any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement in or to its Unit as provided in this Article 6 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may perform or cause to be performed such maintenance, repair or replacement unless such Unit Owner, within ten (10) days after receiving notice of such default by the Board, (except in the event of an "emergency", i.e., a condition requiring repairs, replacements or installations immediately necessary for the preservation or safety of all or any portion of the Property or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building or with respect to all or any portion of the Property), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences (within such 10 day period) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Board in connection with the making of any such maintenance, repair or replacement in or to such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.7 Alterations of Units.

6.7.1 Except as otherwise provided in the Declaration or these By-Laws:

(a) No Residential Unit Owner (other than Sponsor or its designee as the owner of Unsold Residential Units) shall make any alterations, additions, installations, improvements, replacements or repairs (all of the foregoing being, collectively, "Alterations") in or to its Unit which affects the structure or systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Board thereto. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration in or to a Unit, the Board, at its option, may require any Unit Owner to execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such Alteration (as defined below) may be made. Any Unit Owner seeking to perform such work requiring the consent of the Board shall be liable for all costs and expenses incurred by the Board in obtaining such consent.

(b) All repairs which would affect the structure or systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning system thereof, but excepting any system which exclusively serves the Unit in question) and all Alterations to any Residential Unit shall be made in accordance with plans and specifications, which plans and specifications shall be subject to review and approval by the Board.

(c) The Board may impose fees upon any Unit Owner to reimburse the Condominium for costs incurred by the Board in connection with the review and supervision of such Unit Owner's work.

6.7.2 All Alterations by a Residential Unit Owner shall be performed:

(a) at the Unit Owner's sole cost and expense (which shall include, without limitation, the reasonable costs of the Board incurred in reviewing and approving such Unit Owner's submission for approval (if such approval is required under these By-laws) and in monitoring such Unit Owner's compliance with the provisions of this Section 6.7);

(b) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Building;

(c) only during only such days and hours as may be specified by the Board in its reasonable judgment;

(d) only after obtaining such insurance, naming the Board, the Managing Agent and Sponsor as additional insureds, as the Board or the Managing Agent may require and indemnifying the Board, all other Unit Owners and the Managing Agent against any liability arising from the work;

(e) in the case of a Residential Unit, employing such architects, engineers, contractors, subcontractors, workers, suppliers and other laborers as are approved by the Managing Agent or the Board; and

(f) in compliance with the Declaration, these By-Laws, the Rules and Regulations, the overall Building standards and all applicable laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities, including, without limitation, the requirements of the New York City Department of Buildings and the boards of fire underwriters having jurisdiction thereof (all such laws, ordinances, orders, rules, regulations and requirements being sometimes hereinafter collectively referred to as "Legal Requirements"), including, without limitation, Legal Requirements relating to licensing of contractors, obtaining of all necessary governmental permits, authorization, certificate and licenses for the commencement and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Unit, if necessary.

6.7.3 The Unit Owner performing, causing, permitting or suffering such Alterations to be performed shall, if required by the Board, pay the cost of: (i) any amendment of the Declaration and the floor plans of the Condominium, if required by the Board or by any applicable Legal Requirements, to reflect any such Alterations, (ii) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Board promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary; provided that no work or change by or on behalf of a Unit Owner will be permitted without the consent of the Board

(which consent may be withheld or conditioned in the sole discretion of such Board) if such work or change would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued; and (iii) in the case of a Unit, any reasonable architectural, engineering and legal fees incurred by the Board in connection with such work. Neither the Board nor any Unit Owner (other than the Unit Owner making, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (A) in connection with the preparation, execution or submission of the applications referred to above; (B) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or permitted or caused to be made by any Unit Owner; (C) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (D) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these By-Laws, the Rules and Regulations and the provisions of any Legal Requirements insofar as the same relates to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify, defend and hold the Board, the Managing Agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit shall, if and to the extent required by law or such department or authority, be executed by the Board, in the case of any Alteration which such party has approved (or for which its approval is not required), provided that the Board shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.7.5 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Legal Requirements), however, Sponsor and its designees shall each have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Board: (i) to make any Alterations in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under the Offering Plan, any Purchase Agreement or otherwise); and (ii) to subdivide, combine and change the boundary walls of Unsold Units. Additionally, any initial purchaser of any Unsold Unit shall have the right, without approval of the Board, to make any Alterations in or to its Unit, provided that Sponsor or its designee has consented to the same in writing at or prior to the closing of title to such Unit (which consent may be withheld or conditioned in Sponsor's sole discretion), that such purchaser obtains all necessary approvals required by law, and that such purchaser complies with all of the other requirements of this Section 6.7.

6.7.6 In addition to the requirements set forth above in this Section 6.7, until a permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any Alterations in or to its Unit without first notifying the Board and Sponsor of the same in writing and complying with the Board and Sponsor's requirements with respect to the same. Such requirements may include, without limitation, the following:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued;

(b) such Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's reasonable judgment) to ensure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until such Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(g) such Unit Owner shall indemnify, defend and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of a Legal Requirement or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Legal Requirements and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Board), such work shall be performed solely by union members.

If any Unit Owner commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the same, Sponsor shall be entitled to cause such work by such Unit Owner to be halted, including, without limitation, causing the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until such Unit Owner so complies. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to cause to be performed (whether by Sponsor, its designee or otherwise) any and all work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's or its designee's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or

on behalf of, such Unit Owner. The cost and expense of any such work so performed shall be borne by such Unit Owner and shall be paid to Sponsor within fifteen (15) days of Sponsor's written demand therefor.

6.7.7 In addition to the requirements set forth above in this Section 6.7, the Board shall have the right to impose certain requirements in connection with Alterations of Residential Units, including but not limited to:

(a) the Residential Unit Owner shall deposit with the Board, in the Board's sole discretion, an security deposit, which may be a percentage of the cost of completing the Alterations submitted for the Board's approval;

(b) the Residential Unit Owner shall be required to complete any Alterations within a reasonable amount of time as determined by the Board;

(c) the Residential Unit Owner shall obtain all necessary or required signoffs from the applicable governmental authority for any Alterations performed within thirty (30) days of completion of such Alterations, or such other period of time as shall be determined to be reasonable by the Board;

(d) the Board may impose a limit on the number of Units in the Building undergoing Alterations at the same time; and

(e) the Residential Unit Owner shall be obligated to enter into the Board and Managing Agent's then customary form of Alteration Agreement.

6.7.8 [The gallery corridors adjacent to the elevators in Unit PHA and PHB constitute part of the Unit. In the event of an emergency, these corridors also constitute emergency egress paths. As a result, no decoration or alteration shall be made to, and no items of personal property shall be placed whether temporarily or permanently therein, to the extent the same shall: (i) constitute a violation of any applicable law or insurance requirement; (ii) cause the building or any part thereof to fail to comply with any applicable law or insurance requirement, including, but not limited to, obstruction of the fire stairs and required clearance of and access thereto; or (iii) affect any building systems, equipment or structures including, without limitation, HVAC, electrical, plumbing, or life safety.]

6.7.9 Alterations to a Nonresidential Unit. The Nonresidential Unit Owner may make Alterations in or to its Unit (including any decorations that are compatible with the first class character and location of the Building) which, in each such case, comply with applicable Legal Requirements, without obtaining the approval of the Board, except that Alterations which would affect the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, shall be subject to the approval of the Board, which shall not be unreasonably withheld, except that the Nonresidential Unit Owner shall have the right to make alterations, whether structural or non-structural, to its appurtenant façade without Board consent. In the event that a dispute arises between the Nonresidential Unit Owner and the Board regarding any Alteration subject to the Board's approval (or which the Board asserts is subject to its approval), such dispute shall be submitted to arbitration in

accordance with the terms of Article 11 of these By-Laws, provided that the parties shall cause such arbitration to proceed in an expedited manner. The Nonresidential Unit Owner will be granted reasonable access to all parts of the Building (other than the interior of Residential Units) to which such Nonresidential Unit Owner reasonably requires access in order to perform any work or alterations desired by such Nonresidential Unit Owner thereof and permitted or required to be made by such Nonresidential Unit Owner hereunder.

6.8 Alterations to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions or improvements in or to the Common Elements will be made by the Board. Except as otherwise provided in the By-Laws, the costs of alterations, additions or improvements to the General Common Elements will be charged to all Unit Owners as a Common Expense; and costs attributable to the Residential Common Elements will be charged to all Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners. Whenever, in the judgment of the Condominium Board, the Common Elements require additions, alterations, improvements, or repairs which are capital in nature and would cost more than $500,000 (subject to increase by the CPI Increase Factor), in the aggregate, in any calendar year, such additions, alterations, improvements or repairs may not be made unless the same have been approved by the Unit Owners owning a majority of the Common Interests of all Units liable for the cost thereof pursuant to the preceding sentence, including Sponsor, if it then owns any Unit, at a duly constituted meeting of Unit Owners and by the representatives of institutional mortgagees of Units, if any, appointed pursuant to the By-Laws (the "Mortgagee Representatives"), or unless the same is a non-capital repair or necessary to comply with applicable Legal Requirements, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Condominium Board may, in its discretion, assess each Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges. Any additions, alterations, or improvements costing $500,000 (subject to increase by the CPI Increase Factor) or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Condominium Board without the approval of the Unit Owners.

6.9 Intentionally omitted.

6.10 Use of Storage Lockers.

6.10.1 Subject to the certificate of occupancy for the Building, a Storage Locker may only be used for storage purposes. In no event may any of the Storage Lockers be used as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in each of their sole and absolute discretion, not to be in conformity with the general welfare of the Building. The Rules and Regulations of the Condominium which are applicable to a Residential Unit and/or the Residential Unit Owner shall also be applicable to a Storage Locker and its Licensee.

6.10.2 To protect the security of the Building, any Licensee must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee (and Sponsor may issue a License to any individual or entity); or (ii) to the Board, as licensee, or its designees. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Locker for any lawful purpose, to change the permitted use of any unlicensed Storage Lockers or to license any unlicensed Storge Lockers to any individual or entity

6.10.3 Such licenses may be assigned by a Unit Owner at any time (and not subject to any right of first refusal by the Board) provided the assignee: (i) is a Unit Owner; (ii) assumes the obligations under the Storage Space License; (iii) notification of the assignment is promptly delivered to the Board in compliance with its requirements; and (iv) all license fees, special assessments and other obligations due to the Board have been paid in full. Such license shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless the License is assigned to and assumed by another Unit Owner upon or prior to the sale of Licensee's Unit.

6.10.4 If at any time a Licensee sells or leases its Residential Unit and no longer owns any Residential Units in the Building, it shall simultaneously assign its License to another owner of a Residential Unit, and if it fails to do so, the License, shall automatically terminate without any action or notice required by the Board at such time as a Licensee no longer owns a Residential Unit. If a License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant the License, or if a Residential Unit Owner surrenders its License without assigning such License to another Residential Unit Owner, the Board shall have the right to take possession of the same and/or issue a new License for such Storage Locker, upon terms and conditions determined in its sole discretion and without compensation to such Licensee

6.10.5 Holders of Storage Locker Licenses will be required to pay an initial monthly license fee to the Condominium in an amount equal to $1.00 per month per square foot (as shown on Schedule A) of such Storage Locker, which amount shall, following the fifth anniversary of First Closing, be subject to annual increases based upon the CPI Increase Factor, or otherwise with such increases from time to time in the discretion of the Condominium Board as required to defray the costs of operating and maintaining the Storage Room and the Storage Lockers. Sponsor shall not be responsible for paying the aforementioned monthly license fee for unlicensed Storage Lockers. The Condominium Board shall have, without limitation, the same rights and remedies with respect to the collection of such license fees as it does with respect to Common Charges. Sponsor makes no representation whatsoever regarding the future license fees to Storage Locker Licensees or to the availability of such Storage Room Licenses. Notwithstanding the foregoing, applicable license fees for the Storage Room Licenses will not be collected from holders of Storage Room Licenses until a TCO, as applicable, for the Storage Room has been issued and use of the Storage Room is made available to Purchasers.

6.10.6 Sponsor (or its designee), in its own name or in the name of the Board, shall have the exclusive right to initially issue Storage Licenses for Storage Lockers and to retain the proceeds thereof. Sponsor reserves the right to offer as many or as few Storage

Locker Licenses, as it determines in its sole discretion and in accordance with applicable Legal Requirements. In addition, Sponsor reserves the right to limit the number of Storage Locker Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Storage Room and Storage Lockers, and the number and size of the Storage Lockers by, among other things, reconfiguring the Storage Room and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Limited Common Element space (other than such Residential Limited Common Element spaces which are used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Storage Room.

6.11 Use of Common Elements; Use of Adjacent Sidewalks.

6.11.1 Except as otherwise provided herein or in the Declaration, Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.11.2 In no event shall any Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner or anyone claiming by, through or under any other Unit Owner.

6.11.3 Notwithstanding the foregoing subsections of this Section:

(a) The Owner or Owners of any one or more Units, which Unit or Units are the only Unit or Units serviced or benefited by any Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) and not affecting access in any material way or service (including, without limitation, heating, ventilating and air conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by applicable law and subject to the consent of the Board (which consent may be granted or withheld in the Board's sole discretions and shall not be required if the Unit Owner or Owners shall be Sponsor or its designee), have the exclusive right to use that portion of the Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however, that notwithstanding the provisions of Subsection 6.1 hereof, such Unit Owner or Owners, at their sole cost and expense, shall (a) be responsible for the operation, maintenance and repair of that portion of the Common Elements for so long as such Unit Owner or Owners exercise such exclusive right of use, and (b) restore that portion of the Common Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner or Owners cease to exercise such exclusive right of use. The owner of any such Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board.

(b) Sponsor or any owner of Unsold Units shall have the right, until the tenth anniversary of the First Closing, to use portions of the Building, without charge, for exhibitions or other promotional functions with respect to a sales program in respect of such Unsold Units or otherwise; and

(c) Notwithstanding the foregoing, elevator landings which serve fewer than three (3) Units may be decorated and/or furnished by the adjoining Unit Owners as they desire, at their expense, provided that each such Unit Owner consents in writing thereto, and the Board gives its written consent to such decoration and/or furnishing, which consent of the Board may not be unreasonably withheld or delayed. After an elevator landing is decorated and/or furnished by the Unit Owners serviced by the same, the Owners of such Units, and not the Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same

6.11.4 A Nonresidential Unit Owner shall not: (a) permit its or its occupants' respective employees, agents, heirs, distributees, executors administrators, legal representatives, successors, and assigns, to enter or use the Building's lobby or other public areas of the Building, nor have access or use of any kind of the Building's elevators, except in an emergency. (b) except in an emergency, permit, bring into, or have delivered from the street, any deliveries whatsoever, to its Nonresidential Unit through the lobby of the Building; and all deliveries of any kind on behalf of a Nonresidential Unit Owner or any other occupant of a Nonresidential Unit, shall be made through the Nonresidential Unit; (c) display, or permit to be displayed, any merchandise, nor maintain, or permit to be maintained, any stand or counters upon any part of the sidewalk in front of or adjoining its Nonresidential Unit or the Building; or (d) permit or allow to be placed any table, seat, bench, or other form of outside seating on the sidewalks outside of its Nonresidential Unit.

6.12 General Provisions as to Use.

6.12.1 No nuisance shall be allowed in the Property nor shall any use or practices be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All Legal Requirements relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation to maintain or repair such portion of the Property.

6.12.2 The Board may, in its discretion, grant permission for the use of a Unit for a use other than its original intended use, provided such use is permitted by law or court order, does not violate the then existing Certificate of Occupancy for such Unit, these By-Laws or the Declaration, and the Unit Owner thereof complies with all Legal Requirements. Such permission by the Board shall be in writing and shall be personal to the Unit Owner. Any successor in title to such Unit shall be required to obtain the prior written approval of the Board before using such Unit for any purpose other than those expressly set forth above.

6.12.3 No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased.

6.12.4 Sponsor or its designee, without the permission of the Board, may (a) use or grant permission for the use of any Unsold Unit for any purpose (including, without limitation, use for a home occupation), provided such use is permitted by law or court order,

does not violate the then existing Certificate of Occupancy for such Unit, and the user of such Unit complies with all applicable Legal Requirements; (b) use any one or more Unsold Units as models and sales and/or leasing offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable Legal Requirements; and (c) lease Unsold Units to any party(ies).

6.12.5 Each Unit Owner shall promptly comply with all Legal Requirements

6.12.6 applicable to its Unit. No Unit Owner shall use or permit the use of Hazardous Materials on, about, under, or in its Unit or the Property. Each Unit Owner agrees to indemnify and hold harmless the Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in his or her Unit or the Property. As used herein, the term "Hazardous Materials" means petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and "Environmental Laws" means all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

6.13 Right of Access.

6.13.1 Each Unit Owner grants a right of access to its Unit to the Board, the Managing Agent and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in its Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Unit are made not less than one day in advance and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the other Units for their permitted purposes. In case of an "emergency", as defined in subsection 6.6.4, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner or tenant is present.

6.13.2 Each Unit Owner grants a right of access to its Unit and any Residential Limited Common Elements appurtenant thereto, and the Board shall grant rights of access to the General Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations as

set forth in the Offering Plan, provided that access thereto shall be exercised by such party, with respect to any Unit or Residential Limited Common Element, in such a manner as will not unreasonably interfere with the use of the Unit or Residential Limited Common Element for its or their permitted purposes.

6.14 Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Units and Common Elements. The Board may from time to time modify, amend or add to such Rules and Regulations, except that (a) a Majority of Unit Owners may overrule the Board with respect to any such modification, amendment or addition, (b) no such adoption, modification, amendment or addition affecting Sponsor or the Unsold Units may be made unless agreed to, in writing, by Sponsor or its designee, and (c) any such adoption, modification, amendment or addition adversely affecting a Nonresidential Unit shall require the consent of such Nonresidential Unit Owner. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.15 Real Estate Taxes, Water Charges and Sewer Rents.

6.15.1 Water and sewer services for the Units and Common Elements shall be supplied and billed by the City of New York or other utilities servicing the Property. The charges for water and sewer service will be levied on the basis of metered usage and the cost of the same will be borne by only the Unit Owners as a Common Expense.

6.15.2 Until the Units are separately assessed and billed for real estate tax purposes, the Board will pay all real estate taxes with respect to the Property to the Department of Finance of the City of New York (or directly to Sponsor if Sponsor has paid such taxes) and allocate the cost thereof among all Units on the basis of their proportionate common interest. Each Unit Owner will then reimburse the Board for his or her allocated share. Such reimbursement shall be payable as if it were a Common Charge. Such taxes will be paid in a timely manner so that no lien will be placed on the Condominium Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense.

6.15.3 In the event of a proposed sale of any Unit, the Board (so long as the Board is still collecting and paying such real estate taxes and/or water charges and sewer rents), upon the written request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Owner's Unit to the date of the closing of title to such Unit.

6.15.4 The Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Units on behalf of and as agent for the respective Unit Owners thereof, but only with respect to such Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Board to do so, and indemnified the Board from and against all claims, costs and expenses

(including, without limitation, attorneys' fees) resulting from such proceedings. All Unit Owners making such request to the Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Unit Owners. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies, defends and holds the Board harmless from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

6.16 Electricity. The Building will be provided with a master meter for building common areas, base building mechanical systems and residential electric usage. Electric usage by the individual Units will be sub-metered from the base building meter and billed to each Unit Owner. Each Unit Owner shall be required to pay bills for electricity consumed or used in its Unit directly to the utility company. Consumption with respect to the Common Elements will be allocated by the Board among the Units as noted in Schedule B..

6.17 Gas. Gas for the Units will be collectively metered. The cost of the gas consumed in the Units (including all gas used for cooking purposes, dryers and terrace gas grill hook-ups at the Units, dryers in the laundry room and high zone domestic water heaters) will be borne by the unit owners as a common expense. The charges for any other gas utilized at the Building shall be paid by the Board as a Common Expense and allocated among the Units on the basis of percentage of Common Interests. Units with plumbed gas lines on exterior spaces (including, but not limited to, Terraces and/or Balconies) may utilize gas grills in connection therewith, subject to Department of Buildings rules and all other applicable laws.

6.18 Dispute as to Utilities Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Unit Owners and/or the Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.19 Remedies for Violations of By-Laws or Rules and Regulations by Unit Owners.

6.19.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws or the Declaration, (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Board gives the Unit Owner notice (which may be by telephone or telegram) that such violation exists, that repairs or replacements are necessary and that the Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and

penalties as the Board may deem appropriate, and the Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

6.19.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Sponsor or its designee shall give to Sponsor and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7
MORTGAGES

7.1 Notice to Board. Each Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in this Article 7. A Unit Owner who mortgages its Unit, or the holder of such mortgage, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board, and such Unit Owner shall, prior to the making of such mortgage, satisfy all unpaid liens against its Unit, other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering its Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board.

7.2 Notice to Mortgagees of Default and Unpaid Common Charges; Notice of Condemnation or Casualty. Whenever so requested in writing by a Permitted Mortgagee of a Unit, the Board shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under any of the provisions of the Declaration or these By-Laws which, to the Board's knowledge, may then exist. The Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee thereof, if so requested in writing by such Permitted Mortgagee; however, the Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure. The Board shall provide timely written notice to Permitted Mortgagees of any condemnation or casualty that affects a material portion of the Condominium or the Unit securing such Permitted Mortgage.

7.3 Performance by Permitted Mortgagees. The Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

7.4 Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Representatives of Mortgagees.

7.5.1 The holders of Institutional Mortgages constituting a majority of the outstanding principal amount of all Institutional Mortgages encumbering the Units may, at their election, designate in writing to the Board one or more (but not more than three) representatives ("Mortgagee Representatives"), which Mortgagee Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Units with respect to any matter requiring their consent or approval under the Declaration or these By-Laws. If any Mortgagee Representatives are so designated and notice thereof is given to the Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Institutional

Mortgages encumbering the Units. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Unit or Units, (a) which is a Permitted Mortgage or a mortgage encumbering a Unit then owned by Sponsor or its designee, and (b) the initial holder of which is (i) Sponsor or its designee, (ii) a savings bank, savings and loan association, bank, trust company, insurance company, real estate investment trust or mortgage trust, a (iii) a Federal, state, municipal, teachers', union or corporate employee, welfare, pension or retirement fund or system, or (iv) Sponsor's Lender.

7.5.2 Any designation of a Mortgagee Representative shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Board.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any Mortgagee shall be required with respect to any determination or act of the Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8
SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Sales and Leases of Units. No Unit Owner (other than Sponsor or its designee) may sell or lease its Unit except by complying with the provisions of this Article 8 and, specifically, this Section 8.1. Subject to the terms of Section 8.7 hereof, each Residential Unit Owner may sell its Residential Unit or lease its Residential Unit for terms of one year or more only (or for such other period of time as may be determined by the Unit Owners pursuant to an amendment of this provision in accordance with Section 13.1).

8.1.1 Subject to the terms of Section 8.8, any contract to sell a Unit, together with its appurtenant Common Interest, or any lease of a Unit (collectively, the "Sale Agreement or Lease") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Board of Managers of The 64 University Place Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the By-Laws of 64 University Place Condominium." (The Unit Owner who has entered into a Sale Agreement or Lease is herein referred to as the "Offeree Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

(a) Promptly after a Sale Agreement or Lease has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Board, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by a fully completed application package, which the Offeree Unit Owner shall obtain from the Managing Agent, together with a fully executed duplicate original of the Sale Agreement or Lease and any and all related agreements, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Board shall constitute an offer by the Offeree Unit Owner to sell its Unit, together with its appurtenant Common Interest, or to lease its Unit, as the case may be, to the Board, or its designee, (as the representative of all Unit Owners), upon the

same terms and conditions as contained in such Sale Agreement or Lease, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board (as the representative of all Unit Owners), that such Sale Agreement or Lease is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall promptly submit in writing such further information with respect thereto as the Board may reasonably request. Not later than twenty (20) days after receipt of such information, the Board may elect, by sending written notice, by certified or registered mail, return receipt requested, or by nationally recognized overnight courier, to such Offeree Unit Owner before the expiration of such twenty (20) day period either to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Sale Agreement or Lease, as such terms and conditions may be modified or supplemented by any additional information provided by the Offeree Unit Owner in response to the Board's requests for information as provided above.

8.1.2 If the Board shall timely elect to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Board, in accordance with the terms of the Sale Agreement or Lease within sixty (60) days after the giving of notice by the Board of its election to accept such offer. However, if the closing date of the purchase or the commencement date of the term of the lease, as the case may be, set forth in the Sale or Lease Agreement shall be later than sixty (60) days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement or Lease that are required to be performed by the Outside Offeror (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a downpayment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the Lease shall be on the date set forth in the Sale Agreement or Lease as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement or Lease, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, in the case of a sale, the Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit (together with its appurtenant Common Interest) is to be sold, shall convey the same to the Board, or its designee, as the representative of all Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Board, or its designee as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or its designee, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, as tenant, covering such Unit, for the rental and term contained in the Lease.

8.1.3 If the Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all other documents and information to be provided under this Article 8, or waives such election in writing within such twenty (20) day period, the Offeree Unit Owner shall have until (a) an additional sixty (60) days after the earlier of (i) the

expiration of such twenty (20) day period or (ii) the Board's waiver in writing by the Board or (b) such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable to consummate the transaction set forth in the Sale Agreement or Lease. In the event the Offeree Unit Owner shall not, within such sixty (60) day period (or by such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable), so consummate the transaction, or should the terms of the Sale Agreement or Lease be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. For purposes of the preceding sentence, a reduction in the purchase price offered to the Unit Owner shall not be deemed to be less favorable to the Unit Owner unless such reduction is in an amount equal to or greater than five (5%) percent of the prior offer received by Unit Owner from the same offeror.

8.1.4 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Declaration, these By-Laws and the Rules and Regulations, in each case as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.5 Any Lease to an Outside Offeror shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board, that the tenant shall not assign its interest in such Lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have power to terminate such Lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of: (i) a default by the tenant in the performance of its obligations under such Lease or a default by or caused by such tenant under any of the provisions of these By-Laws; or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York, the Declaration, these By-Laws or otherwise. Such Lease shall also provide that it is and shall be subject and subordinate to the Declaration, these By-Laws and the Rules and Regulations.

8.1.6 Except as hereinbefore set forth, the form and substance of any such Lease executed by the Board or an Outside Offeror shall be the then current form of lease approved by the Board (as the same may be changed from time to time). Any Lease executed by the Board as tenant shall provide that the Board may enter into a sublease of the demised premises without the consent of the landlord and without paying to the landlord any portion of the rent received from the subtenant.

8.1.7 If an Offeree Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock or if an Offeree Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Board, as described in this Section 8.1.

8.1.8 Any purported sale or lease of a Unit in violation of this Section 8.1 shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of such Unit Owner as the purported seller or landlord, as the case may be. Such Unit Owner shall reimburse the Board for all expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Unit in violation of this Section 8.1 release the Unit Owner who is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration or these By-Laws, whether or not such sale or lease is voided by the Board

8.1.9 Unit Owners are required to pay "flip taxes" payable to the Managing Agent and/or the Condominium, in the amount of three (3) months of Common Charges in connection with the resale of a Residential Unit, and in the amount of one (1) month's Common Charges for lease of a Residential Unit plus an additional month for each year of extension of such lease, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Sponsor, an owner of Unsold Residential Units, or their respective designees or any Residential Units bought, sold or leased by the Board. In no event will a flip tax be payable with respect to the sale or lease of an Unsold Residential Unit or a Parking Unit. For so long as Sponsor is selling Residential Units under the Plan, any increase in the flip tax will be disclosed by Sponsor in an amendment to the Plan.

8.2 Consent of Unit Owners to Purchase or Lease of Units by Board. Subject to the remaining provisions of these By-Laws and the Declaration, the Board may exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. Any such lease shall be in the form and substance then approved by the Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting. The Board shall have the right to release or waive such option without the prior approval or a vote of the Unit Owners.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall prohibit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Board only in the manner provided in Section 8.5. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit, together with its appurtenant Common Interest, may be sold, conveyed or leased in accordance with the Sale Agreement or Lease and the other information supplied by the Offeree Unit Owner to the Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.3. The Board may establish reasonable fees for its consideration of any right of first refusal, which fees shall be payable by the selling or leasing Unit Owner (but not Sponsor or its designee), as the case may be, to the Managing Agent.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Condominium stating that the provisions of Section 8.1 have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board and that, as a result thereof, the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase, or Refinancing, of Units by Board. The purchase of any Unit together with its appurtenant Common Interest, by the Board or its designee, on behalf of all Unit Owners, may, at the option of the Board, be made from the funds deposited in the capital and/or expense accounts of the Board by or on behalf of Unit Owners. The Board may levy an assessment against each Unit Owner, in proportion to its respective Common Interest, as an additional Common Charge, and/or the Board, in its discretion, may finance the acquisition of such Unit and subsequently refinance such Unit or refinance any loan secured by or relating to the such Unit (on such terms and in such amount(s) as the Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property (except to the extent permitted by law) other than the Unit to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest.

8.7 Exceptions. In addition to any other exceptions set forth herein, the provisions of Section 8.1 shall not apply to the lease, sale or conveyance of any Unit, together with its appurtenant Common Interest, by: (a) the Unit Owner thereof to his or her spouse, adult children, parents, adult siblings or to any combination of them, or to a trust for the benefit of any one or more of them and/or any one or more minor children of any of them (collectively, "family members"), or to any affiliate (an "affiliate" being defined as for purposes hereof as a person or entity that owns fifty percent (50%) or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns fifty percent (50%) or more of the legal and beneficial interest) of the Unit Owner thereof or the owner of any controlling interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity; (b) Sponsor or its designee with respect to Unsold Units; (c) the Board; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to the assignment of any Storage Locker License, subject to the other restrictions with respect to the ownership of any Storage Locker License set forth in these By-Laws, nor shall they apply to any lease, sale or conveyance of (i)a Residential Unit to a Permitted Mortgagee or a purchaser at a foreclosure sale of a Permitted Mortgage in connection with a foreclosure or sale in lieu of same, or (ii) a Nonresidential Unit or any part thereof.

8.8 Gifts, Devises and Intestate Transfers. Any Unit Owner shall be free to convey or transfer his or her Unit by gift, or may devise his or her Unit by will, or have his or her Unit pass by intestacy, without complying with the provisions of Section 8.1, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 8.

8.9 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board or its designee, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.10 Payment of Assessments. No Unit Owner shall be permitted to sell, convey, mortgage, pledge, hypothecate or lease its Unit unless and until it shall have paid in full to the Board all unpaid Common Charges and other amounts required by the Board to be paid and theretofore assessed by the Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against its Units, other than Permitted Mortgages. Each Unit Owner shall notify the Managing Agent at least five business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts.

8.11 Mortgage of Units. Subject to Article 7 and Section 8.10, each Unit Owner shall have the right to mortgage its Unit without restriction.

ARTICLE 9
CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, then, subject to the provisions set forth below, the Board will arrange for the prompt repair and restoration of the part of the Common Elements affected by such taking. The award made for any such taking shall be payable to the Board, provided, however, that if any such award exceeds $2,500,000, such award shall be payable to the Insurance Trustee (as defined in Section 12.7 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be: (a) borne and shared by all Unit Owners with respect to any taking of General Common Elements pro rata in accordance with their respective Common Interests percentages; and (b) borne and shared by all Residential Unit Owners with respect to any taking of the Residential Common Elements pro rata in accordance with their respective Common Interests percentages; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if seventy-five percent (75%) or more of the Common Elements, in the aggregate, are so taken, such repairs or restorations shall not be made unless seventy-five percent (75%) or more of all affected Unit Owners (including Sponsor or its designee, if they shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the repairs and restoration shall not be performed and the Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any condemnation awards shall be divided among all Unit Owners (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e. Residential and Nonresidential) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Board, one of whom shall be selected by the Retail Unit Owner, and the third

chosen by the other two appraisers selected); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than sixty (60) days after the date notice is given of such taking. Any dispute between the Board and a Unit Owner under this Article 9 shall be settled by Arbitration (as provided in Article 11).

ARTICLE 10
RECORDS AND AUDITS

10.1 Records. The Board (or the Managing Agent) shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges and other amounts required by the Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Board to all Unit Owners, and to all Permitted Mortgagees of Units, who have requested the same in writing. The cost of such report submitted by the Board shall be paid by the Unit Owners as a Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans (as such term is defined in the Offering Plan), as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11
ARBITRATION

11.1 General Procedure. Except as may otherwise be expressly provided in these By-Laws or the Declaration, any arbitration provided for in these By-Laws or the Declaration ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect; the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction; provided that, in the case of Arbitration of issues arising under Section 6.4 and 6.5, any arbitrator shall be a real estate professional, having ten or more years experience in the field of Brooklyn residential real property. Notwithstanding the foregoing, any Arbitration held pursuant to the Declaration or these By-Laws with respect to a dispute which arose prior to the first annual meeting of Unit Owners, shall be non-binding. In the event that the American Arbitration Association shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of Kings. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12
MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Sponsor or its designee is required under these By-Laws or the Declaration, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Units.

12.2 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.4 Conflict. In the event the provisions of these By-Laws or the provisions of the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 Certain References.

12.5.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.5.2 The terms "herein," "hereof' or "hereunder" or similar terms used in these By-Laws refer to these By-Laws in their entirety and not to the particular provision in which the terms are used.

12.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.5.4 Unless otherwise expressly stated herein to the contrary, all references herein to dollar amounts shall be adjusted from time to time, after the date this Declaration is entered into, to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor. The term "CPI Increase Factor" as used herein shall mean an increase proportionate to any increase in the cost of living from and after the date of initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Board.

12.6 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

12.7 Insurance Trustee. The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a commercial bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more, subject to increase by the CPI Increase Factor. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. Notwithstanding the foregoing, Sponsor’s Lender, its successors and assigns is hereby designated as the initial Insurance Trustee until its release of all Units from the lien of its mortgage.

12.8 Successors and Assigns. The rights and obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the express consent of Sponsor or its designee, any transferee of two or more of the then Unsold Units. Subject to the foregoing, Sponsor or its designee shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests herein, whether by merger, consolidation, lease, assignment or otherwise.

12.9 Covenant of Further Assurances.

12.9.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these By-Laws or any transaction

contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.9.2 If any Unit Owner or any other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Unit Owner or other party is required to perform pursuant to these By-Laws, then the Board is hereby authorized, as attorney-in-fact, coupled with an interest, on behalf of such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be.

ARTICLE 13
AMENDMENTS TO BY-LAWS

13.1 Amendments by Unit Owners.

13.1.1 Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor (or its designee), or any Unsold Units: (a) any provision of the Declaration, these By-Laws or the Rules and Regulations affecting only the Units or the Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners; provided, however, that the same shall not be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgagee Representative, if any; and provided further, that the permitted use(s) of a Unit or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby.

13.1.2 Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor (or its designee), any Unsold Units, each duly adopted amendment, modification, addition or deletion to the Declaration and By-Laws, shall be executed by the Board, as attorney-in-fact, coupled with an interest, for the Unit Owners, and the Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact and shall be effectuated by an instrument recorded in the City Register's Office and the same shall not be effective until so recorded.

13.1.3 If the number of rooms, the layout or the size of a Nonresidential Unit is changed and/or the percentage interest in the Common Elements appurtenant to such Nonresidential Unit is reapportioned (whether as a result of a subdivision or combination of such Nonresidential Unit or the alteration of boundary walls between subdivided portions of such Nonresidential Unit or otherwise) among any newly created or constituted Nonresidential or other Retail Units as a result thereof, then the Unit Owner(s) of such retail or other Retail Unit(s) shall have the right to execute, or (upon its request) to require any other Unit Owner or the Board to execute, and record in the City Register's Office and elsewhere, if required by law, an amendment to the Declaration (together with such other documents as such Unit Owner(s) deems appropriate to effectuate the same) reflecting such change in the number of rooms, the layout or the size of such Unit(s) and/or the subdivision or combination of such

Unit(s) and the reapportionment of the percentage interests in the Common Elements among such newly created or constituted Units, all without the approval of the Board, any other Unit Owners or the Unit Mortgagee Representatives, if any.

13.1.4 Notwithstanding the foregoing, none of the Declaration, these By-Laws or the Rules and Regulations may be amended, modified or terminated in any manner which adversely affects a Nonresidential Unit without the consent of the affected Nonresidential Unit Owner.

13.2 Amendments Affecting Sponsor or its Designee.

13.2.1 Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of the Declaration, these By-Laws or the Rules and Regulations shall be effective in any way against: (a) Sponsor or its designee, for so long as Sponsor or its designee is the owner of one or more Units, or any Unsold Unit, unless Sponsor or its designee, as applicable, has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

13.2.2 If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with Article 9 of the Declaration, then Sponsor or its designee shall have the right to execute, or (upon its request) to require any other Unit Owner or the Board to execute, and record in the City Register's Office and elsewhere, if required by law, an amendment to the Declaration (together with such other documents as Sponsor or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests in the Common Elements resulting therefrom, all without the approval of the Board, any other Unit Owners or the Mortgagee Representative(s).

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Sections 6.1, 6.2.2 or 6.4, Article 7, or clauses (d) and (e) and the second sentence of Section 8.7 of these By-Laws shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed. Further, no amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of Permitted Mortgagees who hold, in the aggregate, Permitted Mortgages for Units having at least 51% of the Common Interest Percentage, or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

13.4 Deemed Approval Provision. Notwithstanding anything to the contrary contained herein, if any Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Declaration, these By-Laws or the Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification and a statement in bold capital letters to the effect that if such Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Unit Owner receives such notice (together with a copy of such amendment or modification), that such Unit Owner disapproves such proposed amendment or modification, then such Unit Owner shall be deemed to have approved such amendment or modification. The provisions of this Section 13.5 shall not apply to notices given to Sponsor or any other holder of Unsold Units requesting the Sponsor's or such holder's consent to a proposed amendment or modification.

13.5 Consents of Sponsor and/or a Nonresidential Unit Owner. The provisions of: (a) this Article 13 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor or its designee, and (b) no modification, amendment, addition or deletion to Section 13.1.4 shall be applicable to a Nonresidential Unit Owner without such Nonresidential Unit Owner's consent.

EXHIBIT A

RULES AND REGULATIONS OF 64 UNIVERSITY PLACE CONDOMINIUM

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose by Unit Owners and their invitees other than the respective purposes for which they were intended. There shall be no blocking of entranceways, passageways or vestibules, and no waiting or loitering in the lobby, and no double parking of automobiles, trucks or limousines in front of the Building.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of any Units of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, fire landings of or serving the Building.

4. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner, except as otherwise expressly provided in the By-Laws.

5. Each Unit Owner shall keep his or her Unit (and any Residential Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Unit, unless otherwise required by applicable Legal Requirements and as approved by the Board. However, each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove the same until permitted by applicable Legal Requirements and in any event, without full knowledge of the Managing Agent.

7. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Unit or anywhere in or on the Building, except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the Managing Agent; nor shall anything be projected from any window of any Unit.

8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board; and no "window" air-conditioners of any kind shall be permitted.

9. All radio, television or other electrical or electronic equipment of any kind installed or used in any Unit shall comply with all rules, regulations, requirements and recommendations of the New York Board of Fire Underwriters and governmental or public authorities having jurisdiction, and the Unit

Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical or electronic equipment in such Unit Owner's Unit.

10. No mopeds, motorcycles, bicycles, scooters or similar vehicles shall be taken into or from the Building through the main Building entrance or be allowed in the lobby or in the passenger elevator, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, vestibules, corridors or other public areas of the Building. The service entrance is the only means by which bicycles should be transported in and out of the Building. Unit Owners or occupants of a Unit (including children) will be subject to a fine of $50 per person each time that they or their guests are found in the lobby with a bicycle, scooter or tricycle or wearing rollerblades.

11. No Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, stereo system, or radio or television set or other loudspeaker in such Unit Owner's Unit between midnight and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency or is being performed by or on behalf of the owner of any Unsold Units, by Sponsor or its designee.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board or Managing Agent in their sole discretion, at any time, with or without cause. Notwithstanding the foregoing, a Unit Owner (but no other Unit Owner or tenant or occupant of any Unit) may keep as pets in his or her Unit not more than one domestic dog, not exceeding at its maximum weight forty (40) pounds (other than for visually impaired individuals), domestic cats, caged birds and fish, provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event shall more than one pet be permitted in any Unit without the prior written consent of the Board, (which may be granted or denied in the sole discretion of the Board), nor shall any bird, reptile, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the Managing Agent of the Building for that purpose, or in any of the public portions of the Building, unless carried or on a leash. Any Unit Owner in the public portions of the Building with an animal that is unleashed and not carried shall be fined $50. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board, which agreement may set forth such other rules regarding pets as the Board shall deem suitable and require the Unit Owner to indemnify, defend and hold harmless the Building, the Board, all Unit Owners and the Managing Agent of the Building from all claims and expenses resulting from the acts or presence of such pet.

13. Service personnel, messengers and tradespeople visiting or residing in the Building may be required to use the service elevator for ingress and egress, and shall not use the main passenger elevator

for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use the main passengers elevator when accompanying the Unit Owner, guest or tenant.

14. All service and delivery persons will be required to use the service entrances to the Building. All packages, including, without limitation, those containing perishable items, delivered to Units by outside personnel must be delivered to the area therefor designated by the Board or the Managing Agent. Deliveries will be made from such area to individual Units only by Building personnel as otherwise directed by Building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Unit is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than 24 hours. After said 24-hour period, the perishable item shall be disposed of by Building personnel. Building personnel will not be responsible for packages held in the package room for more than 72 hours. No large deliveries will be accepted for a Unit Owner (or occupant of a Unit) unless such Unit Owner (or occupant) has made prior arrangements with the Building staff.

15. Trunks and heavy baggage shall be taken in or out of the Building by the service elevator, and through the service entrance only.

16. No refuse shall be removed from the Units except at such times and in such manner as the Board or the Managing Agent may direct.

17. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Building shall send any employee of the Building or of the Managing Agent out of the Building on any private business.

19. The agents of the Board or the Managing Agent, and any contractor or worker authorized by the Board or the Managing Agent and accompanied by an agent of the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

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

21. The Board or the Managing Agent shall retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws or Declaration, and the Unit Owner has not furnished a key to the Board or the Managing Agent, then the Board or the Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board or

an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Unit Owner's property).

22. Complaints regarding Building services shall be made in writing to the Board or to the Managing Agent.

23. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

24. If any key or keys are given or lent by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit, automobile, trunk or other item of personal property, the use of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Nothing shall be done or kept in any Unit which would increase the rate of insurance of the Building or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

26. Unit Owners shall comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other rules and regulations regarding the recycling and disposal of trash. Any costs incurred by the Board to enforce the rules and regulations of the Board or the requirements of applicable law regarding the recycling of trash against a Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Unit Owner as additional Common Charges. Unit Owners will comply with the following procedures with respect to the disposal of refuse: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the designated refuse area; (d) crush into tight bundles all loose papers before placing the same in the designated refuse area; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the designated refuse area must be picked up directly from the Unit by Building personnel at such times and in such manner as the Board or the Managing Agent shall determine.

27. Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards and notices of emergency access and egress.

28. Except as otherwise expressly provided in the Bylaws and the Declaration, Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. The Board shall have the right from time to time to relocate any portion of the Common Elements used by the Building for storage or service purposes.

30. Unless expressly authorized by the Board in each case, at least eighty percent (80%) of the floor area of each Unit that is directly above another Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

31. All firearms are banned from the Building. No Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall at any time have or harbor firearms while in the Building, except as approved by the Board.

32. No Unit Owner, tenant or occupant of a Unit shall conduct any group tour, exhibition or open house of any Unit or its contents or any auction sale in any Unit, without the prior consent of the Board or the Managing Agent.

33. In the event that any Unit is used for home occupation purposes or other purposes which are permitted by law or court order, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board, at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

35. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or other occupant.

36. Notwithstanding any references to "Unit Owner" in these Rules and Regulations, the Rules and Regulations of the Condominium shall be binding upon all tenants, guests and other occupants of the Condominium. Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Units.

37. With respect to any Unit to which there is a Terrace appurtenant, the following additional rules and regulations shall apply: All furniture must be "patio/terrace" furniture which is rust-proof and may not be visible from street level or any streets immediately adjacent to the Building. Any planting or landscaping must comply with all Legal Requirements. Unit Owners may not trim or remove any plants attached to the Building façade, exterior walls or other General Common Elements. Plants may not exceed the total weight allowance of 100 pounds and must be planted in water-proof containers so as

not to cause water leakage. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. All Terraces must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Unit Owner shall not remove any of the above items by putting them over the Terrace walls, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on any Terrace; any appropriate furniture including tables, chair cushions and umbrellas may be left on the Terraces and/or Balconies only if properly secured. No items can be placed on the Terrace parapet wall and/or railing. In no event shall any Unit Owner be permitted to enclose any Terrace (except to the extent that such Terrace was enclosed by Sponsor) or erect any structure on any Terrace. No portion of any Terrace may be painted, cemented or changed in any fashion from its original appearance. No carpeting may be placed on any Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any Terrace. No animals, which include but are not limited to dogs, cats, birds, are allowed on any Terrace.

38. With respect to any lease (and lease renewal) which, pursuant to the By-Laws, is subject to the Board's review and right of first refusal, the fee for any such lease (or renewal of a lease) is $300, payable to the Managing Agent. Any such Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease renewal) to the Managing Agent will have thirty (30) days from the date notified by the Managing Agent to submit the lease or the renewal. In the event that any such Unit Owner does not submit such lease or lease renewal to the Board within such 30 day period, such Unit Owner shall be subject to a $500 fine and further action by the Board.

EXHIBIT 8

CERTIFICATIONS

8A Sponsor and Principals

8B Sponsor's Engineer (or Architect)

8C Sponsor's Expert Concerning Adequacy of Budget

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

June 22, 2022

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
64 University Place Condominium
64 University Place, New York, New York 10003

We are the sponsor and principals of the sponsor of the offering plan to convert the captioned property to condominium ownership.

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:

1. set forth the detailed terms of the transaction and be complete, current and accurate;

2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

3. not omit any material fact;

4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sponsor:

64 OWNER LLC

By: _____
Name: Mark Moskowitz
Title: Authorized Signatory

Sworn to before me
this 16 day of June 2022

Notary Public

JOANNE TENEDIOS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TE6009889
Qualified in Richmond County
Commission Expires July 6, 2022

Principals:

MARK MOSKOWITZ

Sworn to before me
this 16 day of June 2022

Notary Public

JOANNE TENEDIOS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TE6009889
Qualified in Richmond County
Commission Expires July 6, 2022

AMEESH AGARWAL

Sworn to before me
this 16 day of June 2022

Notary Public

JOANNE TENEDIOS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TE6009889
Qualified in Richmond County
Commission Expires July 6, 2022

CERTIFICATION OF ARCHITECT

September 26, 2022

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
64 University Place Condominium
64 University Place, New York, New York 10003

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We prepared the building plans and specifications approved by the Department of Buildings on January 20, 2022, and prepared the Report dated September 1, 2022, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are registered architects in the State in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

1. sets forth in narrative form the physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications we examined;

2. in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

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 we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

KOHN PEDERSEN FOX ASSOCIATES PC

By: _____
Name: Richard Nemeth
Title: Principal, AIA

Sworn to before me this
26 day of September, 2022

Regina Marie Henry
Notary Public

ABC Realty

152 WEST 57TH STREET
12TH FLOOR
NEW YORK, NY 10019
(212) 262-6274
FAX: (212) 262-5697
email: seth@abcmgmt.net

CERTIFICATION BY EXPERT AS TO ADEQUACY OF BUDGET

August 3, 2022

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
64 University Place Condominium
64 University Place, New York, New York 10003 (the "Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes the following: Our company is a licensed real estate management firm and has been engaged in the management of several dozen condominium, cooperative and residential rental properties for over 30 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule B.

We have reviewed Schedules B and B-1 and investigated the facts set forth in the Schedules B and B-1 and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on my experience in managing residential buildings.

We certify that the projections in the Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that Schedules B and B-1:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we; (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

ABC Management Corp. dba ABC Realty

By: _____

Name: Seth Weinstein
Title: Vice President

Sworn to before me this
3rd day of August 2022

_____
Notary Public

RANDY E. LOUISDOR
Notary Public - State of New York
No. 01LO6403364
Qualified in Kings County
My Commission Expires Jan. 21, 2024

ABC Realty

152 WEST 57TH STREET
12TH FLOOR
NEW YORK, NY 10019
(212) 262-6274
FAX: (212) 262-5697
email: seth@abcmgmt.net

CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS

August 3, 2022

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
64 University Place Condominium
64 University Place, New York, New York 10003 (the "Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B, which includes projections of common charges payable by the owners of the commercial unit and community facility Unit (the "Nonresidential Units"). Our experience in this field includes the following: Our company is a licensed real estate management firm and has been engaged in the management of several dozen condominium, cooperative and residential rental properties for over 30 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Nonresidential Units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the Nonresidential Units 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 owner(s) of the Nonresidential Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to Nonresidential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Nonresidential Units 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(s) of the Nonresidential Units:

(i) set forth in detail the projected common charges for the Nonresidential Units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the Nonresidential Units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Nonresidential Units 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.

ABC Management Corp. dba ABC Realty

By: _____

Name: Seth Weinstein
Title: Vice President

Sworn to before me this
3rd day of August 2022

Randy E. Louisdor
Notary Public

RANDY E. LOUISDOR
Notary Public - State of New York
No. 01LO6403364
Qualified in Kings County
My Commission Expires Jan. 21, 2024

EXHIBIT 9

REAL PROPERTY LAW SECTION 339-KK

§ *339-kk Real Prop.* Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

EXHIBIT 10

FORM OF STORAGE LICENSE AND ASSIGNMENT
AND ASSUMPTION OF LICENSE

STORAGE LICENSE AGREEMENT

AGREEMENT made this ___ day of _____ , 20__ (this "License Agreement") by and between **64 Owner LLC**, having an office at 50 West 17th Street, 6th Floor, New York, New York 10011 ("Sponsor"), the Board of Managers of 64 University Place Condominium on behalf of all Unit Owners, having an address at 64 University Place, New York, New York 10003 (the "Board") (together, Sponsor and the Board are sometimes referred to as "Licensor"), and _ having an address at 64 University Place, Unit ___, New York, New York 10003 ("Licensee");

WHEREAS, 64 University Place Condominium ("Condominium") is governed by a certain Declaration of Condominium dated as of _____, 20_, and recorded in the New York County Office of the Register of the City of New York on _____ ___, 20__ as CRFN _____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "Condominium By-Laws") and the general rules and regulations of the Condominium, if any, as the same has been or may be amended from time to time (the "General Rules and Regulations"), (the Declaration, the Condominium By-Laws, and the Rules and Regulations are collectively referred to as the "Condominium Documents"); and

WHEREAS, there are storage spaces ("Storage Locker") that have been installed for use by permitted Unit Owners, which Storage Lockers are located on the Cellar Level of the Building, which are Common Elements; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Unit ___ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive (subject to the Condominium Documents) use of Storage Locker #___ for so long as Licensee owns a Unit in the Condominium (the "License");

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a License for the exclusive use of Storage Locker #___ ("Designated Storage Locker") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof, subject to the terms and conditions of the Condominium Documents.

2. The Designated Storage Locker may only be used for storage purposes, and in no event may be used as a dwelling space or for the storage of toxic or inflammable items or Combustibles (as such term is defined in the New York City Building Code). No article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants of the Building, or that shall cause the dissemination of noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in the Designated Storage Locker. To do so may result in a violation placed against the Building by the Building Department that will be the obligation of the Licensee to remove.

3. Licensee shall not: (a) store any property outside of the Designated Storage Locker; or (b) allow any other person to use the License except in accordance with the terms hereof.

4. Licensee may, at the option of the Board, be required to pay a license fee to the Board in an initial amount equal to $1.00 per month per square foot of the Designated Storage Locker, which amount shall be subject to biannual increases in accordance with the By-Laws. Further, the license fee is otherwise also subject to change from time to time as the Board deems necessary or appropriate.

5. The License may be assigned by Licensee at any time provided the assignee: (i) is a Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is promptly delivered in writing to the Board in compliance with its requirements as the same may be modified from time to time (which assignment shall require and shall be effective only upon the consent of the Board but which the Board shall grant provided the terms of this Paragraph 5 are otherwise complied with), and (iv) all license fees, special assessments and other obligations due to the Board have been paid in full. This License shall automatically terminate without any action or notice by Licensor at such time as the Licensee no longer owns a Unit in the Condominium unless this License Agreement is assigned to and assumed by another Unit Owner upon or prior to the sale of Licensee's Unit.

6. Licensee represents that it has made a thorough inspection of the Designated Storage Locker and agrees to take the Designated Storage Locker as well as any room, if applicable, in which the Designated Storage Locker is located in "as is" condition as of the date of this License Agreement. Licensee shall throughout the term of this License Agreement take good care of and maintain the Designated Storage Locker. All repairs and replacements to the Designated Storage Locker and the room in which such Designated Storage Locker is located, if applicable, shall be performed by the Board and the cost thereof shall be a Common Expense (as defined in the By-Laws), unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee.

7. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Designated Storage Locker.

8. The terms of this License Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this License Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

9. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Board may, in addition to the rights and remedies set forth in the Condominium Documents: (i) deny access to and use of the Designated Storage Locker until Licensee cures such default, or (ii) terminate this License Agreement upon written notice to Licensee.

10. The Board or its agents shall have the right, but not the obligation, to open the Designated Storage Locker in an emergency at any time, and, at other reasonable times upon prior

notice to Licensee, to inspect and examine the Designated Storage Locker and to make such repairs, replacements and improvements as the Board shall deem necessary.

11. This License Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Designated Storage Locker or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this License Agreement or otherwise.

12. Licensee shall indemnify and hold Licensor and their respective directors, officers, partners, parent and subsidiary and affiliated companies, agents and employees, and the Board, its members, officers and employees, harmless from and against any and all liabilities, claims, causes of action, damages, lawsuits, penalties, judgments, and liens, together with any related costs and expenses, including but not limited to reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of a licensee or a licensee's family, servants, employees, agents, guests and invitees in connection with this License.

13. Licensee shall at all times maintain, in full force and effect, insurance covering both the property stored in the Designated Storage Locker as well as coverage for Licensee's liability with minimum limits of liability of $500,000. Licensee further agrees to a waiver of its insurer's right of subrogation against Licensor.

14. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by the Licensor in defending or enforcing the rights of the Licensor under this License Agreement or, in the event Licensee defaults under this License Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

15. Neither this License Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

16. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this License Agreement, which alone fully and completely express their agreement and that this License Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

17. If any provision of this License Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby.

Each provision of this License Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

18. 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 License 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.

19. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this License Agreement to be performed by Licensee.

20. Notwithstanding anything to the contrary contained herein or otherwise, from and after the issuance of this License: (a) Licensee shall look only to the Board and not to Sponsor with respect to all obligations of Licensor, and (b) each of the Board and Licensee shall have no recourse to or claim against Sponsor in connection with the License, the Designated Storage Locker or the room, if any, in which the Designated Storage Locker is located.

[No further text; signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this License Agreement as of the day and year first above written.

Agreed to and Acknowledged by

LICENSOR:

THE BOARD OF MANAGERS OF

64 UNIVERSITY PLACE CONDOMINIUM

By:_____

Name:

Title:

64 Owner LLC

By:_____

Name:

Title:

LICENSEE:

By:_____

ASSIGNMENT AND ASSUMPTION
OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT made as of the _____ day of_____ , 20__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, and _____(hereinafter referred to as the "Assignee"), having an address at .

W I T N E S S E T H:

WHEREAS, Assignor executed a certain License Agreement dated_____ __, 20_ ("License Agreement") to have the exclusive right to use Storage Locker # _____ located at 64 University Place Condominium, located at 64 University Place, New York, New York 10003, in accordance with the terms of the Condominium Offering Plan dated _____, 20__ (the "Plan") as amended to date; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to the Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for a purchase price of $.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the License Agreement as if Assignee had signed the License Agreement originally as "Licensee".

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Board of Managers of 64 University Place Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Locker # __.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of License Agreement on the day and year first above written.

ASSIGNOR:

_____

ASSIGNOR:

APPROVED BY:

_____

THE BOARD OF MANAGERS OF
64 UNIVERSITY PLACE CONDOMINIUM

By:_____
Name:
Title:

EXHIBIT 11
FORM OF INTERIM LEASE AGREEMENT

INTERIM LEASE AGREEMENT

SELLER: 64 Owner LLC
50 West 17th Street, 6th Floor
New York, New York 10011

PURCHASER:

UNIT:

DATE: As of_____ __, 20__.

WHEREAS, Purchaser has agreed to purchase Unit_____ (the "Unit") at 64 University Place Condominium (the "Condominium") pursuant to an Agreement between Purchaser and Seller, dated as of _____ __, 20__ (the "Contract").

WHEREAS, Purchaser wishes to occupy the Unit prior to the closing of title to the Unit (the "Closing") and, subject to the terms and conditions set forth herein, Seller has agreed to such occupancy.

NOW, THEREFORE, Purchaser and Seller hereby agree as follows:

1. Purchaser may occupy the Unit subject to the terms of this Interim Lease Agreement (this "Agreement") commencing as of_____ ___, 20__ (the "Possession Date").

2. The term of this Agreement shall continue until the Closing. Purchaser has no other interest in the Unit except as expressly set forth herein or in the Contract.

3. Purchaser shall pay Seller monthly use and occupancy at the address set forth above, or at such other address as Seller may direct, in the amount of $ _____ , subject to the terms of Section 9 below; provided, however, that the first month's use and occupancy is due and payable as of the date hereof and shall be paid to Seller together with the delivery of this Agreement as executed by Purchaser, or as Seller may otherwise direct. Any additional monthly use and occupancy payment shall be due and payable on or before the ___ day of such month. At Closing, Seller and Purchaser shall make adjustments for use and occupancy payments on a per diem basis.

4. In the event that Purchaser defaults under the Contract, the same shall constitute a default hereunder, and Purchaser shall vacate the Unit and surrender the Unit to Seller in the condition he received same no later than two (2) business days after Seller's notice

of Purchaser's default under the Contract (the "Default Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Default Vacate Date. Additionally, in the event Purchaser rescinds the Contract pursuant to any right of rescission granted under the offering plan with respect to the Condominium, as amended, or otherwise, this Agreement shall be deemed terminated as of the date that is thirty (30) days thereafter and Purchaser shall be obligated to vacate the Unit and surrender the Unit to Seller in the condition he received same no later than that date (the "Rescission Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Rescission Vacate Date." The term "Vacate Date" as used herein shall mean the Default Vacate Date or the Rescission Vacate Date, as the case may be.

5. In the event Purchaser remains in possession of the Unit beyond the Vacate Date, then Purchaser shall be immediately obligated to pay to Seller an amount equal to $____ per day (the "Per Diem Charge") beginning on the day after the Vacate Date through and including the date that Purchaser vacates and surrenders the Unit in the condition required herein. In no event shall any provision hereof be construed as permitting Purchaser to hold over in possession of the Unit after the Vacate Date or as limiting Seller's rights and remedies in respect of same, all of which are expressly reserved.

6. Without limiting any of Seller's rights contained herein, in the event that Purchaser shall fail to vacate the Unit on or before the Vacate Date, Seller shall have any and all rights at law, in equity or otherwise, to evict and/or remove Purchaser and recover possession of the Unit, and Purchaser hereby waives any and all rights to interpose any counterclaims, defenses, or offsets to such eviction action or proceeding or to seek a stay of the warrant of eviction issued therein. Purchaser shall reimburse Seller for all expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees) incurred by Seller in connection with such eviction or other proceedings.

7. Without limiting the foregoing, if Seller brings an action or proceeding relating to this Agreement, at law or in equity, Seller shall be entitled to any and all actual third party costs and/or expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees).

8. Purchaser shall be responsible for obtaining and paying directly for all utilities costs including, without limitation, all electric, gas, telephone and cable charges attributable to Purchaser's usage of such services in the Unit during the term, and Purchaser shall indemnify Seller for all such costs. The provisions of this paragraph shall survive the Closing and Vacate Date, as applicable.

9. Any default by Purchaser hereunder shall constitute a default by Purchaser under the Contract; provided, however, that with respect to a default in the payment of use and occupancy following the initial use and occupancy payment, Purchaser's shall have the right to cure same within five (5) business days following the due date therefor. Notwithstanding anything to the contrary, this Agreement shall automatically terminate upon the sooner to occur of (i) the Closing or (ii) Purchaser's default hereunder (subject, with respect to a default in the payment of use and occupancy following the initial use and occupancy payment, to Purchaser's right to cure same within five (5) business days following the due date therefor).

10. Purchaser shall not make any alterations, additions, installations or improvements to the Unit during the term of this Agreement, provided that the foregoing shall not be deemed to prohibit Purchaser from placing Purchaser's furniture and other personal property in the Unit during the term hereof. Upon the termination of this Agreement for any reason other than the Closing, Purchaser shall remove all such furniture and personal property, shall repair all damage caused thereby, and shall vacate the Unit in broom-clean condition. Any personal property not removed may, at Seller's election, be retained by Seller without compensation to Purchaser, or removed at Purchaser's expense. The provisions of this paragraph shall survive any termination of this Agreement.

11. Seller shall not be responsible for any damages arising from any bodily injury to Purchaser or Purchaser's guests or invitees or any damage to or loss of any of the property of Purchaser or of Purchaser's guests or invitees occurring in the Unit. Purchaser agrees to indemnify and to hold Seller harmless from and against any and all claims, suits, demands, judgments, and costs (including attorneys' fees) that may be made against Seller arising from or connected with Purchaser's occupancy of the Unit. The provisions of this paragraph shall survive the termination of this Agreement.

12. Purchaser agrees to maintain personal liability, property and hazard insurance throughout the term hereof in amounts reasonably acceptable to Seller and naming Seller and the Condominium as an additional insured. During the term hereof, Purchaser shall comply with all laws, rules, regulations and requirements of governmental authorities and the Condominium pertaining to the Unit and Purchaser's use and occupancy thereof. Purchaser shall deliver insurance certificates evidencing such coverage to Seller prior to Purchaser's taking occupancy of the Unit.

13. Purchaser hereby agrees to accept possession of the Unit in its "as-is, where-is" condition for purposes of this Agreement; provided, however, that Seller agrees to deliver the Unit in broom-clean condition. Purchaser shall be liable for any and all damage caused to the Unit during Purchaser's possession thereof.

14. Any notice hereunder shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, or by reputable overnight courier, with receipt confirmed, to Purchaser at the address given at the beginning of this Agreement, with a copy sent in like manner to _____ , in the same manner as notice is given to Purchaser, and to Seller, addressed to Selling Agent and in like manner to Herrick, Feinstein LLP, located at 2 Park Avenue, New York, New York 10016, Attention: Philip Tucker., 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. Seller hereby designates and empowers both Selling Agent and Seller's counsel (Herrick, Feinstein, LLP) as Seller's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of

default) in Seller's name, which notice so given shall have the same force and effect as if given by Seller itself.

15. Nothing in this Agreement shall be construed as creating a landlord/tenant relationship between Purchaser and Seller. Moreover, this Agreement is not subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection laws.

16. This Agreement may not be modified, or its provisions waived, except by a writing signed by the parties hereto.

17. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

64 Owner LLC

By: _____
Name:
Title:

PURCHASER:

By: _____
Name:
Title: